

**BOSTON REDEVELOPMENT AUTHORITY
MARCH 10, 1994
DEVELOPMENT IMPACT PROJECT PLAN
FOR
DANA-FARBER, INC.
NEW RESEARCH BUILDING
65 DEACONESS ROAD
BOSTON, MASSACHUSETTS**

1. **Project:** The Dana-Farber Cancer Institute New Research Building (the "Project")
2. **Developer and Owner:** Dana-Farber, Inc. and the Dana-Farber Cancer Institute, Inc. 44 Binney Street, Boston, Massachusetts 02115 ("Dana-Farber" or the "Institute")
3. **Architect:** Shepley Bulfinch Richardson and Abbott
40 Broad Street
Boston, Massachusetts 02109
4. **Site:** A parcel of land consisting of approximately 28,845 square feet of land (0.66 acre), known as 65 Deaconess Road in the Longwood Medical Area (LMA) of Boston, Massachusetts. The Site is bounded northeasterly by Deaconess Road, southeasterly by Binney Street, southwesterly by the Medical Area Total Energy Plant (MATEP), and northwesterly by Dana-Farber's Redstone Building at 462-464 Brookline Avenue and Children's Hospital's 454 Brookline Avenue building and parking lot, as more particularly described in Appendix B. Under current zoning, the site is located within the Apartment FAR 3 ("H-3") Zoning District, the Restricted Parking Overlay District and the Institutional Overlay District. Following the Authority's approval of the zoning map and text amendments proposed for the site and adoption of these amendments by the Zoning Commission, the site will be re-zoned as the Dana-Farber Institutional District. This Institutional District will allow for the development of the site described below.
5. **Project:** Dana-Farber is proposing to construct a new research building of approximately 213,592 gross square feet (for floor area ratio purposes) on the site of an existing 3-story

building used by Dana-Farber for administrative and research space, a small garage, and a 58-car parking lot along Binney Street and Deaconess Road. The buildings will be demolished to allow for construction of the Project. The Project will provide facilities that will support the research needs of the Institute. The Project will include space for research, office, research support space, and other accessory uses incidental to a research facility (such as, without limitation, loading facilities and storage of hazardous and flammable materials). The Project will be connected to the Dana Building across Deaconess Road at the third level by an overhead bridge connector. A replacement overhead bridge connector will be constructed at the third level between the Project and the Jimmy Fund Building across Binney Street. The bridge will replace the existing bridge connecting the Jimmy Fund Building across Binney Street to the Dana Building. Cooling towers for the Project will be located on the roof above the highest floor. The Project will also include minor modifications to the abutting Dana and Jimmy Fund Buildings which are necessary to connect these buildings to the New Research Building.

The space program for the New Research Building will provide space for biomedical research to expand investigations in basic tumor biology, mechanisms of cancer, immunology, virology, and AIDS. In addition, it will provide the Institute with space for new directions in the areas of molecular genetics and structural and developmental biology.

6. Proposed Location, Dimensions and Appearance of Structures:

The plan set forth in Appendix A is the site plan. The legal description with the plan of land for the site is set forth in Appendix B. These plans are incorporated herein by reference.

Dana-Farber proposes to construct a New Research Building at the 65 Deaconess Road site. The New Research Building will consist of 13 stories and will have six below-grade parking levels for approximately 246 cars. The New Research Building will include 11 floors of research, office, and research support space and two floors devoted to mechanical equipment. The Research Building

will be connected to the nearby Dana and Jimmy Fund Buildings by overhead bridge connections at the third level. The overhead connection to the Jimmy Fund Building will replace an existing bridge at the second level currently existing between the Jimmy Fund and the Dana Buildings. Cooling towers for the Research Building will be located on the roof of the Project. The Project will include minor modifications to the abutting Dana and Jimmy Fund Buildings which are necessary to connect these buildings to the New Research Building. The height of the Research Building will be approximately 184 feet above-grade, plus rooftop mechanical space.

The proposed uses for the Project include research laboratories, keeping of laboratory animals, hospital and research offices, research support space, and other accessory uses, including, without limitation, loading, storage of hazardous and flammable materials, and other support uses. The dimensions and elevations of the Project will generally conform to those shown on the plans described in Appendix C, which are incorporated herein by reference, as being reviewed by the Authority.

Proposed building materials include granite and glass, the color and texture of which will be carefully coordinated so as to be compatible with the neighboring buildings along Binney Street and Deaconess Road.

The New Research Building shall be as shown on the plans described in Appendix C, as being reviewed by the Authority.

7. Design Review:

The Project has been favorably reviewed by the Boston Civic Design Commission which approved the Project's design on March 8, 1994. The schematic design for the Project has been approved by the BRA design staff. Further plans and specifications for the New Research Building will be submitted to the Authority for approval in accordance with the Authority's "Development Review Procedures", 1985, Revised 1986.

Materials and treatment of the Research Building, open space, and the size, location, design, color, and materials of exteriors will be submitted and approved in accordance with the Authority's design development review requirements.

8. Environmental Review:

The Institute has voluntarily agreed to comply with the City's Article 31 development review process even though the Project does not fall under the BRA's jurisdiction for development review under the current Zoning Code.

Pursuant to Article 31 development review coordination, the Institute will also obtain BRA approval of its Institutional Master Plan which was presented to the Mission Hill Planning and Zoning Advisory Committee on November 3, 1993 and March 1, 1994. As part of this review, Dana-Farber submitted a Project Notification Form ("PNF") to the BRA for the Project on May 17, 1993, and a draft Institutional Master Plan on August 4, 1993, with revisions on September 24, 1993. The BRA issued a Scoping Determination for the Project on July 21, 1993 requiring the preparation of a Draft Project Impact Report ("DPIR").

An Environmental Notification Form ("ENF") was submitted for the Research Building to the Executive Office of Environmental Affairs on June 1, 1993, and was noticed in the *Environmental Monitor* on June 8, 1993 pursuant to the Massachusetts Environmental Policy Act (MEPA). On July 8, 1993, a Certificate of the Secretary on the ENF was issued, requiring the preparation of an Environmental Impact Report (EIR) for the Project, pursuant to M.G.L. Chapter 30, Sections 61-62H and Sections 11.04 and 11.06 of the MEPA regulations (301 CMR 11.00).

A single document, serving as a DPIR/DEIR was prepared, to serve both the City and State review processes, in accordance with MEPA regulations. The report was filed with BRA and EOEA on November 1, 1993. On December 16, 1993, a Certificate of the Secretary on the DEIR was issued stating that the report adequately and properly complied with the Massachusetts Policy Act (G.L., C.30,

S.61-62H) and with its implementing regulations (301 CMR 11.00). It is anticipated that the Authority will issue a Preliminary Adequacy Determination on the DPIR in March, 1994. The Authority shall make a Final Adequacy Determination on the Final Project Impact Report for the Project to be submitted by the Institute. The Institute will also complete the MEPA review process.

9. Open Space and Landscaping:

Open spaces and landscaping are as shown in the Schematic Design Submission as contained in Appendix C, except as modified to accommodate the New Research Building.

The New Research Building will provide an approximate 19.5-foot sidewalk width along Binney Street which provides a new plaza open space. Site lighting will enhance the pedestrian scale while also providing a secure well-lit environment.

New concrete sidewalks along Deaconess Road and Binney Street will be installed and street accessories will conform with MASCO street furniture and other standards. Dana-Farber has also committed to installing new sidewalks along Binney Street in front of other Dana-Farber buildings. Other improvements will include construction of a new wall and installing a new planter between the Dana and Shields Warren Buildings along Binney Street, to mask the view of the adjacent loading dock. Improvements will also be made to the paved areas at the canopied entrance to the Dana Building.

10. Density:

The floor area ratio (FAR) for the Research Building site shall not exceed a FAR of 7.40 after construction of the New Research Building.

11. Estimated Construction Schedule:

The estimated construction schedule for the New Research Building extends over a 32-month period as follows:

Component

Schedule

- Demolition of the Existing Buildings and Foundation Construction

Will commence in July 1994 and be completed in December 1994.

- **New Building Construction** Construction will commence in third quarter of 1994 and be completed in March 1997.

All construction and completion dates are approximate and may be affected by delays due to permitting, financing, weather, and other matters beyond the control of Dana-Farber.

12. Projected Number of Employees:

During the construction period for the Research Building, it is estimated that 200 construction workers may be employed during the peak period.

Dana-Farber will submit a Boston Residents Construction Employment Plan for the New Facilities to the Economic Development and Industrial Corporation/Mayor's Office of Jobs and Community Services ("JCS") in accordance with the requirements of the Mayor's Executive Order Extending the Boston Residents Jobs Policy dated July 12, 1985 and the requirements of the Ordinance Establishing the Boston Employment Commission set forth in Chapter 12 of the Ordinances of 1986, as amended by Chapter 17 of the Ordinances of 1986.

The completion of the Project will provide additional permanent employment opportunities. The Institute expects that up to approximately 500 new jobs may be created by the New Research Building in the long-term. Recruitment of City residents will be in accordance with the First Source Agreement to be executed with the City.

13. Development Impact Project Payment:

The Institute will enter into a Development Impact Project Agreement with the Boston Redevelopment Authority as set forth in Article 26A and Article 26B of the Boston Zoning Code.

The Institute may, at its option, satisfy its obligation for the Housing Linkage Payment, in whole or in part, either by the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, pursuant to the Housing Creation Option, or by payments made in accordance with the Housing Payment Exaction, or by a combination.

The total amount of the Linkage Payment, calculated under Articles 26A and 26B, shall be approximately \$681,552 calculated as follows:

	26A	26B
• Total Project Less Mechanical Equipment Space and Bridge Connectors to Dana and Jimmy Fund Buildings	213,592 sf	213,592 sf
• Threshold Exclusion	<u>-100,000</u>	<u>-100,000</u>
• Total Gross Square Feet for Exaction	113,592 sf	113,592 sf
• Exaction Rate per Square Foot	x \$5.00	x \$1.00
TOTAL EXACTION	<u>\$567,960</u>	<u>\$113,592</u>

14. Pedestrian and Vehicular Circulation:

Primary pedestrian access will be from Deaconess Road through the New Research Building's main entrance. The New Research Building will provide approximately 19.5 feet of sidewalk width along Binney Street. Along Deaconess Road, eight feet of sidewalk will be provided. Site lighting will enhance the pedestrian scale while also providing a secure well-lit environment. The proposed overhead bridges will also provide access between the New Research Building and the Dana and Jimmy Fund Buildings (this latter bridge to replace an existing bridge between the Jimmy Fund and Dana Buildings). These bridges will serve to complete an interior pedestrian connection to facilities of the Institute and from the Institute, to nearby Children's and Brigham & Women's Hospitals.

The entrance/exit to the new below-grade garage will be along Deaconess Road by ramps located within the building. Access to the loading dock and service area will be from Binney Street.

**15. Access to Public
Transportation:**

There are two branches of the Green Line that serve the LMA, connecting the LMA with the Back Bay and downtown Boston, where connections to other subway lines can be made. The Highland Branch, or Riverside (D) Line, serving Longwood Station at the western fringe of the LMA, runs west through Brookline and Newton to Riverside Station (near the junction of Routes I-90 and I-95), where park-and-ride facilities are provided. Longwood Station is located approximately one-third of a mile from the Institute. The Arborway (E) Line, serves Huntington Avenue along the eastern border of the LMA. There are two terminal points along this line, Brigham Circle at the intersection of Francis Street and Huntington Avenue, and at the corner of Heath Street and South Huntington Avenue in Jamaica Plain. An Arborway line station at the corner of Huntington Avenue and Longwood Avenue is located less than one-half mile from the Institute.

The MBTA currently operates five bus routes that serve the Project Site.

- *Route 47* - Service between Central Station in Cambridge and Andrew Station via the Longwood Medical Area, the South End Medical Area, and Dudley Square.
- *Route 60* - Service between Chestnut Hill and Kenmore Station via Brookline Village, Cypress Street, and Brookline Avenue.
- *Route 65* - Service between Brighton Center and Kenmore Station via Washington Street, Brookline Village and Brookline Avenue.
- *Route 8* - Service between Harbor Point/UMass and Kenmore Station via Dudley Square and South End Medical Area.
- *Route 39* - Service between Forest Hills Station and Back Bay Station via Huntington Avenue.

Metrobus, a subsidiary of MASCO, operates two bus routes that provide fixed-route service to communities outside the LMA for affiliates of LMA institutions. Route M2 serves Harvard Square and other Cambridge points along Massachusetts Avenue. Route M5 serves parts of Brookline and Allston.

There are currently two commuter rail lines which service the Longwood Medical Area: the Needham line and the Attleboro/Stoughton line. Both service Ruggles Station, located approximately 3/4 of a mile from the Institute.

16. Off-Street Parking and Loading Facilities:

The Project will include an approximately 246-space below-grade parking garage, which will replace existing surface parking at the site. Access to the garage will be from Deaconess Road by ramps located within the building.

The enclosed service and loading dock area will be off-street, accessible from Binney Street.

APPENDIX A - SITE PLAN FOR NEW RESEARCH BUILDING

The site includes 25,445 square feet of land, located at the corner of Devonens Road and Blinney Street in Boston, Suffolk County, Massachusetts, known as and numbered 85 Devonens Road. Figure A-1 shows a survey plan prepared by Henry E. Tolman, Inc., Professional Land Surveyor, in September, 1993. The survey and bounds of the Project Site are as follows:

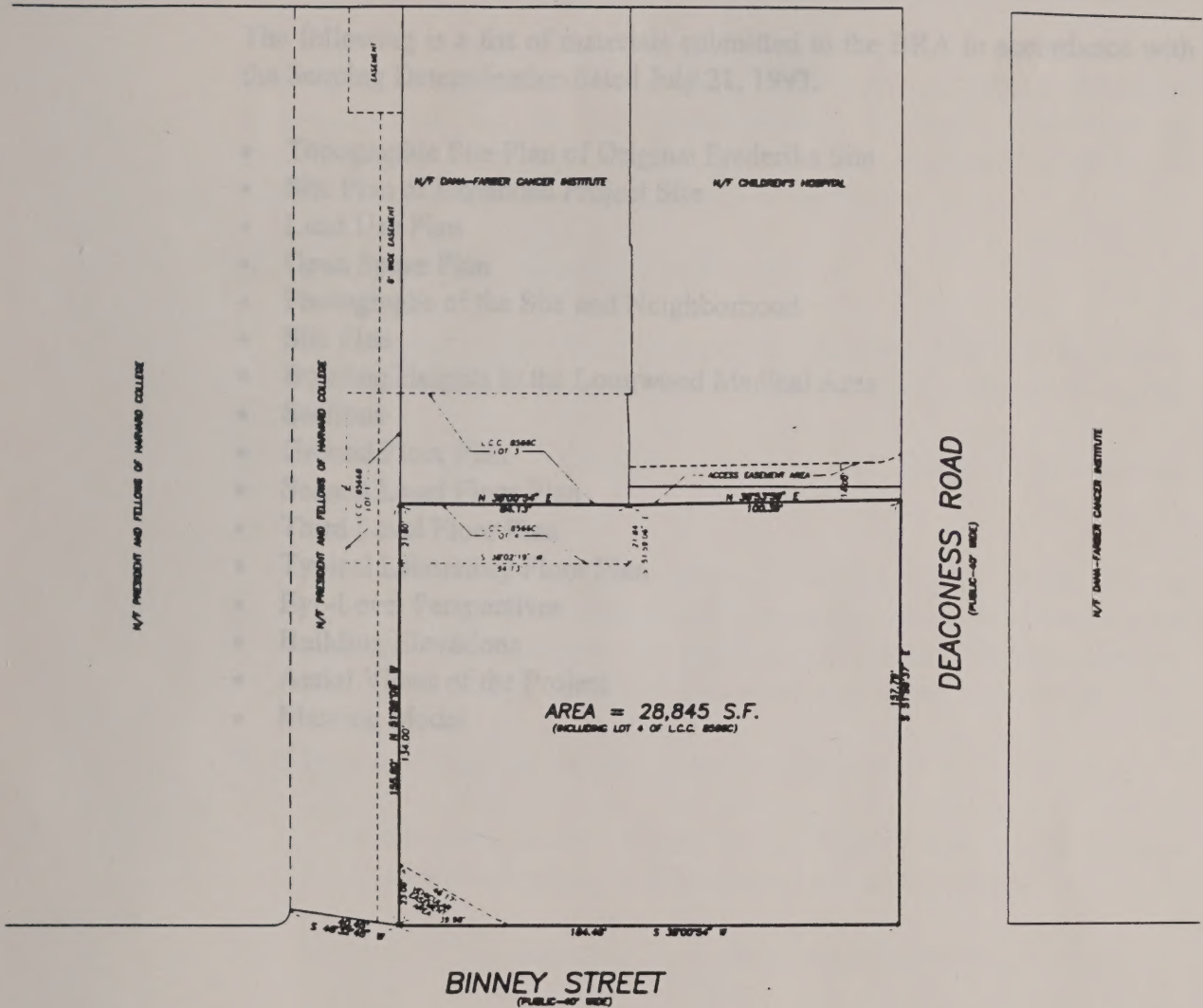
- A certain parcel of land located in the City of Boston, Suffolk County, Commonwealth of Massachusetts, bounded and described as follows:
 - Beginning at the intersection of the southerly side line of Devonens Road with the southerly side line of Blinney Street and running S 31° 00' 34" W, along the southerly side line of Blinney Street a distance of 124.86 feet to a point;
 - thence running and bearing N 31° 57' 09" W, a distance of 155.86 feet to a point;
 - thence bearing and running N 38° 03' 24" E, a distance of 34.11 feet to a point;
 - thence running N 39° 57' 39" E, a distance of 108.34 feet to a point on the southerly side line of Devonens Road;
 - thence running and running S 31° 59' 37" E, along the southerly side line of Devonens Road a distance of 157.79 feet to a point of beginning.

APPENDIX B - LEGAL DESCRIPTION OF PROJECT SITE

The Site includes 28,845 square feet of land, located at the corner of Deaconess Road and Binney Street in Boston, Suffolk County, Massachusetts, known as and numbered 65 Deaconess Road. Figure B-1 shows a survey plan prepared by Harry R. Feldman, Inc., Professional Land Surveyor, in September, 1993. The metes and bounds of the Project Site are as follows:

- A certain parcel of land located in the City of Boston, Suffolk County, Commonwealth of Massachusetts, bounded and described as follows:
 - Beginning at the intersection of the southerly sideline of Deaconess Road with the westerly sideline of Binney Street and running S 38° 00' 54" W, along the westerly sideline of Binney Street a distance of 184.46 feet to point;
 - thence turning and running N 51° 59' 08" W, a distance of 155.80 feet to a point;
 - thence turning and running N 38° 00' 54" E, a distance of 84.13 feet to a point;
 - thence running N 36° 53' 59" E, a distance of 100.39 feet to a point on the southerly sideline of Deaconess Road;
 - thence turning and running S 51° 59' 37" E, along the southerly sideline of Deaconess Road a distance of 157.79 feet to a point of beginning.

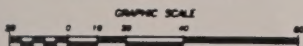
BROOKLINE AVENUE (PUBLIC-75' WIDE)



PLAN OF LAND BOSTON, MASS

SCALE: 1"=20'
HARRY R. FELDMAN, INC.
112 SHAWMUT AVENUE
BOSTON, MASS 02118
PHONE: (617)357-9740

SEPTEMBER 23, 1993
LAND SURVEYORS
BOSTON, MASS 02118



I CERTIFY THAT THIS PLAN CONFORMS WITH THE RULES AND
REGULATIONS OF THE REGISTERS OF DEEDS.

Robert A. Apple 9/13/93



SITE SURVEY PLAN DANA-FARBER CANCER INSTITUTE

APPENDIX C - SCHEMATIC DESIGN SUBMISSION NEW RESEARCH BUILDING

The following is a list of materials submitted to the BRA in accordance with the Scoping Determination dated July 21, 1993.

- Topographic Site Plan of Original Frederika Site
- Site Plan of Expanded Project Site
- Land Use Plan
- Open Space Plan
- Photographs of the Site and Neighborhood
- Site Plan
- Building Heights in the Longwood Medical Area
- Sections
- Ground Floor Plan
- Second Level Floor Plan
- Third Level Floor Plan
- Typical Laboratory Floor Plan
- Eye-Level Perspectives
- Building Elevations
- Aerial Views of the Project
- Massing Model

APPENDIX D - ZONING CALCULATIONS AND CONDITIONAL USE PERMITS, VARIANCES, INTERPRETATIONS OR EXCEPTIONS FOR NEW RESEARCH BUILDING

The New Research Building is located in an H-3 Zoning District, Restricted Parking District and the Institutional Overlay District. The following Conditional Use Permits, Variances, or Exceptions under the City of Boston Zoning Code are required for construction of the Project.

1) *Section 8-7(22) - Hospital (Conditional)*

A conditional use permit pursuant to Section 8-7(22) of the Zoning Code, which provides that a hospital is a conditional use in an H District.

2) *Section 8-8(24) - Scientific Research and Teaching Laboratories (Conditional)*

A conditional use permit pursuant to Section 8-7(24) of the Zoning Code, which provides that scientific research and teaching laboratories accessory to hospital uses are conditional uses in an H District. Portions of the hospital will be devoted to research and laboratory functions.

3) *Section 8-7(48) - Research Laboratory (Forbidden)*

A variance from Section 8-7(48) of the Zoning Code, which provides that a research laboratory is a forbidden use in an H District.

4) *Section 8-7(72) - Accessory Uses - Garage (Conditional)*

A conditional use permit pursuant to Section 8-7(72) of the Zoning Code, which provides that an accessory garage or parking space for occupants, employees, customers, students, and visitors is a conditional use in a Restricted Parking District if accessory to any use other than Use Items 1 through 15. The below-grade parking spaces will be for staff, patients' families, and patients utilizing outpatient services at the hospital, and thus, will be accessory to Use Item 22.

5) *Section 8-7(77) - Accessory Use - Keeping of Laboratory Animals (Conditional)*

A conditional use permit pursuant to Section 8-7(77) of the Zoning Code, which provides that the keeping of laboratory animals as an accessory use incidental to an institutional use is a conditional use in an H District. Dana-Farber utilizes typical laboratory animals (mostly mice) in connection with its research activities.

6) *Section 6-3A - Additional Relief Required in Restricted Parking District (Conditional)*

A conditional use permit pursuant to Section 6-3A of the Zoning Code, which specifies additional conditions for granting conditional use permits for off-street parking facilities in a Restricted Parking District.

7) *Section 9-1 - Extension of or Structural Change to a Non-Conforming Use*

An interpretation of Section 9-1 of the Zoning Code, which provides that buildings or structures being used for non-conforming uses may be reconstructed, structurally changed or extended. Section 9-1 of the Zoning Code does not apply because the existing building on the Site will be completely demolished and a new building, with a different footprint, will be constructed in its place.

8) *Section 10-1 - Accessory Uses - Limitation of the Area*

A variance from Section 10-1 of the Zoning Code, which provides that accessory uses (exclusive of off-street parking) cannot occupy, in the aggregate, more than 25% of the floor area. The Project will be used for a variety of functions which typically take place at a hospital or research institute, such as research, laboratory, and teaching functions.

9) *Section 15-1 - Floor Area Ratio Excessive (Variance)*

A variance from Section 15-1 of the Zoning Code, which requires a maximum floor area ratio of 3.0 in an H-3 District, to allow the New Research Building to have a maximum floor area ratio of 7.40.

10) Section 18-1 - Front Yard Insufficient

An interpretation that the front yard setback requirements do not apply to a cornice at the third floor level designed to reduce the visual impact of the building's height and massing from the pedestrian level.

11) Section 19-6 - Special Provisions for Corner Lots

An interpretation that the project complies with Section 19-6 of the Zoning Code.

12) Section 20-1 - Rear Yard Insufficient

A variance from Section 20-1 of the Zoning Code.

13) Section 21-2 - Setback of Parapet Insufficient

A variance from Section 21-2 of the Zoning Code.

14) Exceptions

Dana-Farber has requested the Boston Redevelopment Authority to petition the Zoning Commission to create the Dana-Farber Cancer Institute Institutional Subdistrict based on Dana-Farber's Institutional Master Plan. If the Subdistrict is created, the foregoing variances and conditional use permits will not be necessary.

DEVELOPMENT IMPACT PROJECT AGREEMENT
[Including Provisions for a Jobs Contribution Grant]
FOR THE
DANA-FARBER, INC.
NEW RESEARCH BUILDING

THIS DEVELOPMENT IMPACT PROJECT AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 1994 by and between the BOSTON REDEVELOPMENT AUTHORITY, (the "Authority"), a public body politic and corporate, created pursuant to Chapter 121B of the Massachusetts General Laws, as amended, having a principal place of business at One City Hall Square, Boston, Massachusetts 02201, and DANA-FARBER, INC., a charitable corporation incorporated in the Commonwealth of Massachusetts with an address at 44 Binney Street, Boston, Massachusetts (the "Applicant"); the Authority and the Applicant, collectively, shall be referred to herein as the "Parties".

WHEREAS, the Applicant has submitted an Development Impact Project Plan for approval by the BRA Board, for construction of a new research building with 213,592 gsf/FAR, as hereinafter defined, of laboratory research space, and 159,324 gsf of subsurface parking garage with approximately 246 spaces (all of which are collectively defined as the "Project");

WHEREAS, the Project site is located on approximately 28,845 square feet of land bounded by Deaconess Road, Binney Street, the Medical Area Total Energy Plant (MATEP), Dana-Farber's Redstone Building at 462-464 Brookline Avenue and Children's Hospital's 454 Brookline Avenue Building and parking lot, such site being more particularly described in Exhibit A annexed hereto and incorporated herein by this reference and in the Plan, as hereinafter defined (the "Project");

WHEREAS, the Project constitutes a Development Impact Project as defined in Section 26A-2(1) of Article 26A, and in Section 26B-2(1) of Article 26B, of the Boston Zoning Code (the "Code");

WHEREAS, the Neighborhood Housing Trust (the "Housing Trust") referred to in Article 26A of the Code has been created under the authority of Chapter 371 of the Acts of 1987, and the laws of the Commonwealth of Massachusetts and administered pursuant to a Declaration of Trust, dated November 19, 1985, pursuant to an Ordinance Establishing the Neighborhood Housing Trust passed by the Boston City Council on May 21, 1986 and approved by the Mayor of Boston on June 6, 1986;

WHEREAS, the Neighborhood Jobs Trust (the "Jobs Trust") referred to in Article 26B of the Code has been created under the authority of Chapter 371 of the Acts of 1987, and the laws of the Commonwealth of Massachusetts and administered pursuant to a Declaration of Trust dated November 19, 1985, pursuant to an Ordinance Establishing the Neighborhood Jobs Trust passed by the Boston City Council on August 19, 1987 and approved by the Mayor of Boston on September 8, 1987.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

ARTICLE 1 - DEVELOPMENT IMPACT PROJECT PLAN

1.1 Development Impact Project Plan

The Applicant submitted to the Authority a Development Impact Project Plan (the "DIP Plan" or "Plan"), attached hereto as Exhibit B and incorporated herein by this reference, as required by Section 26A-3 of Article 26A, and by Section 26B-3 of Article 26B, of the Code, and after a public hearing held on March 10, 1994, notice of which was published in the *Boston Herald* on February 24, 1994, the Authority approved the Plan on March 10, 1994. Subject to final receipt of all necessary governmental approvals and financing including, without limitation, the zoning relief described in the Plan, the Applicant will cause the Site to be developed substantially in accordance with the DIP Plan. The Applicant shall make housing linkage payments and jobs linkage payments for the Project, the amount of the payments to be determined by the gross square footage of Table D Uses or Table E Uses (as hereinafter defined) included in the Project.

ARTICLE 2 - HOUSING LINKAGE PAYMENT

2.1 Housing Linkage Payment

The Applicant shall be responsible, in accordance with the terms of this Agreement, for a Development Impact Project Contribution (hereinafter "Housing Linkage Payment") as such term is defined in Section 26A-2(3) of the Code, in the amounts set forth in Section 2.5 of this Agreement. Subject to the provisions of this Agreement, the Applicant may, at its option, satisfy its obligation for a Housing Linkage Payment by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, as described in Section 2.2 of this Agreement (the "Housing Creation Option"), or by payments made in accordance with Section 2.3 of this Agreement (the "Housing Payment Option"), or by a combination of both the Housing Creation Option and the Housing Payment Option.

2.2 Housing Creation Option

Subject to the approval of the Authority on or before the Housing Payment Date, as defined in Section 2.7 of this Agreement, the Applicant may elect to fulfill its Housing Linkage Payment obligations by creating or causing the creation of housing units ("Affordable Housing Units") for occupancy exclusively by low and moderate income residents of the City of Boston pursuant to the Authority's Housing Creation Regulations (the "Creation Regulations"), dated April 17, 1986, adopted by the Authority pursuant to Section 26A-2(3)(a) of the Code, as in effect on the date hereof. Accordingly, subject to the approval of the Authority on or before the Housing Payment Date, in connection with its Housing Linkage Payment obligations, the Applicant may submit to the Authority a proposal in writing ("Housing Creation Proposal") providing for the creation of Affordable Housing Units pursuant to the Creation Regulations,

which proposal shall be submitted not later than sixty (60) days prior to such Housing Payment Date.

If the Authority does not approve the Applicant's Housing Creation Proposal, then the Applicant shall revise the proposal in accordance with the Authority's objections to the extent reasonably practicable. In such case, the Applicant and the Authority shall cooperate reasonably to achieve an approved Housing Creation Proposal prior to the Housing Payment Date. If a Housing Creation Proposal is not approved by the Authority prior to the Housing Payment Date, the Applicant shall be deemed to have elected the Housing Payment Option, as described in Section 2.3 of this Agreement. If the Applicant has elected the Housing Creation Option, the Applicant shall contribute to the Authority a Housing Linkage Payment in a single installment which shall be due and payable on the Housing Payment Date in an amount equal to net present value, as defined below, of the Housing Linkage Payment which would otherwise be paid in twelve (12) equal annual installments, pursuant to Article 26A of the Code. Such Housing Linkage Payment shall be discounted to represent the present value of such twelve (12) equal annual installments if paid in a single installment on the Housing Payment Date.

For purposes of this Agreement, "net present value" shall be defined as the value of an amount of money equal to the sum of discounted installment payments which would have been made by the Applicant had the Applicant elected to satisfy its obligation under Articles 26 and 26A of the Code through the Housing Payment Option, such discounting to be measured from the Housing Payment Date through the dates on which each installment of the Housing Linkage Payment would have been due had such Housing Linkage Payment been made in installments in accordance with said Article 26 and Article 26A of the Code. Net present value shall be determined by applying a composite discount rate to the payments that the Applicant would have made under the Housing Payment Option. The discount rate shall be calculated by adding fifty percent (50%) of Applicant's verified cost of funds for the construction of the Project to fifty percent (50%) of the current most recent City of Boston long-term (ten-year) municipal bond yield.

2.3 Housing Payment Option

(a) Housing Linkage Payment under Housing Payment Option

If the Authority shall not have approved the Applicant's election of the Housing Creation Option as set forth in Section 2.2 of this Agreement on or before the Housing Payment Date, or if the Applicant has elected to contribute money payments to satisfy all or a part of the Housing Linkage Payment, the Applicant shall pay the first installment on the Housing Payment Date and shall pay the remainder of the Housing Linkage Payment in eleven (11) equal annual installments, as provided in Article 26A of the Code. Said payment(s) shall be paid to the Collector-Treasurer of the City of Boston, Room M-5, One City Hall Square, Boston, Massachusetts 02201, as the managing trustee of the Neighborhood Housing Trust.

(b) Amount of Housing Linkage Payment Options

The Housing Linkage Payment shall be in an amount calculated in accordance

with the provisions of Section 2.5 of this Agreement.

(c) Late Payment

In the event any Housing Linkage Payment or installment thereof is not made in a timely manner as provided herein, the Applicant shall pay interest thereon at the rate of 1.5% per month, commencing on the applicable date when payment should have been received by the Collector-Treasurer of the City of Boston and ending on the date when the Collector-Treasurer of the City of Boston receives payment.

2.4 Conversion to Housing Creation Option After Housing Payment Date

If the Applicant is making its Housing Linkage Payment on the installment basis under the Housing Payment Option after the Housing Payment Date but before having paid all of the installments due hereunder and the Applicant shall desire to elect the Housing Creation Option, the Applicant shall submit a Housing Creation Proposal in writing to the Authority. Such proposal, if approved by the Authority and performed by the Applicant, shall satisfy the obligation of the Applicant to make any remaining installments due under the Housing Payment Option.

Notwithstanding the foregoing, in the event that the Housing Trust and/or the Authority shall have assigned and conveyed all of its right, title and interest in and to any of the remaining annual installments of the Housing Linkage Payment payable by the Applicant in accordance with Section 2.11 hereof, the Applicant shall not have the right to convert to the Housing Creation Option in accordance with this Section 2.4.

2.5 Calculation of Linkage Payment

The Parties hereby acknowledge that the Project will include certain uses enumerated in Table D of Article 26A of the Code ("Table D Uses"), including but not limited to Use Items #'s 22 and 24 (i.e., Hospitals and Scientific Research and Testing Laboratories). The exact gross floor area of the Project to be devoted to Table D Uses of Article 26A of the Code, has not been finally established. The Project will include approximately 213,592 gross square feet dedicated to Table D Uses, which area is calculated in accordance with the definition of gross floor area as contained in Section 2-(21) of the Code, based on schematic drawings of the Project. The Applicant is entitled to a 100,000 square foot exclusion for DIP purposes with respect to the Project, resulting in an adjusted gross floor area of 113,592 square feet ("Gross Floor Area") ($213,592 - 100,000 = 113,592$). The total amount of the Housing Linkage Payment, calculated at the rate of \$5.00 for each square foot of Gross Floor Area devoted to one or more Table D uses will approximate a total of \$567,960.

The Parties hereby acknowledge that the amount of the Housing Linkage Payment is based upon Gross Floor Area as estimated in the DIP Plan. Before the issuance of a Certificate of Occupancy, the Applicant shall submit a statement of the final gross floor area for the Project as certified by the Project Architect (as identified in the DIP Plan). If the actual Gross Floor Area, as determined by the Authority based on said certification from the Project Architect (as

identified in the Plan) differs from the above-stated estimate, the Applicant and/or Authority as appropriate shall adjust the amount of the Housing Linkage Payment in accordance with Articles 26 and 26A of the Code to reflect the actual Gross Floor Area, provided that if the adjustment reduces the Housing Linkage Payment, the adjustment as to any Housing Linkage Payment already paid shall be in the form of a credit against future Housing Linkage Payment obligations of the Applicant, if any.

2.6 Recalculation

The Authority hereby agrees that any change in the formula (amount or rate of payment) for the calculation of the Housing Linkage Payment as set forth in Section 26A-3(2) of Article 26A of the Code and otherwise, or any change in the definition of "gross floor area" in Section 2-1(21) of Article 2 of the Code after the date of approval of the DIP Plan by the Board of the Authority shall not in any way affect the Housing Linkage Payment determined in accordance with Section 2.5 and Exhibit C of this Agreement.

2.7 Housing Payment Date

The Housing Payment Date shall be the earlier of: (i) the date twenty-four (24) months after the granting of the initial building permit for the Project; or (ii) the date of the issuance of the initial certificate of occupancy of the Project. For purposes of this Agreement, the "initial building permit for the Project" shall be deemed to refer to the first building permit issued in connection with the construction of the Project described in the DIP Plan in connection with the Construction Commencement Date, defined below, and shall not refer to any building permit or other permits or approvals issued in connection with the demolition of any structures (or portions thereof) now existing on the Site, or the conducting of borings, soil investigations or other similar activities whether or not the same require the issuance of a partial building permit.

2.8 Non-Accrual of Housing Linkage Payment

If a building permit is not granted for the Project, or if construction of the Project is abandoned after a building permit is obtained and prior to the Construction Commencement Date, as hereinafter defined, or if any and all building permits for the Project are revoked or lapse and are not renewed prior to the Construction Commencement Date, then the Applicant shall have no responsibility for the Housing Linkage Payment and any portion of the Housing Linkage Payment previously paid by the Applicant shall be credited against future Housing Linkage Payments, if any, due from the Applicant. If Applicant shall so abandon all or any portion of the Project after a building permit is obtained, the Applicant shall file with the Authority and the Housing Trust an affidavit stating that the Project or such portion of the Project is so abandoned. As used herein, the term "Construction Commencement Date" means the date on which any substantial construction commences, including without limitation, excavation, foundation, and other subsurface work, but substantial construction shall not include the demolition of any structures or portions thereof now existing on the Site or the conduct of borings, soils investigations or similar activities, whether or not the same require the issuance of a partial building permit.

2.9 Credit Towards Housing Linkage Payment

If the City of Boston should hereafter impose, assess, or levy any excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for purposes substantially the same as the purposes recited in Section 26A-1 of Article 26A of the Code, the amounts payable hereunder by the Applicant shall be credited against the portion of such excise or tax so dedicated; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax or excise dedicated to such purposes, thereupon cease and be of no further force and effect.

2.10 Notice of Housing Linkage Payment

Upon execution of this Agreement, the Authority shall notify the Collector-Treasurer of the City of Boston, as managing trustee of the Housing Trust, of such execution.

2.11 Assignment of Linkage Payment

The Applicant and the Authority acknowledge and agree that the Housing Trust and/or the Authority may, at any time while any obligations of the Applicant under Article 26A of the Code remain outstanding, and subject only to the final two sentences of this Section 2.11 and Section 5.4 and Section 5.5 of this Agreement, assign and convey all of its right, title, and interest in and to any of the then remaining annual installments of the Housing Linkage Payment payable by the Applicant. In the event that the Housing Trust and/or the Authority assigns and conveys all of its right, title, and interest in and to any of the remaining annual installments of the Housing Linkage Payment, the Parties hereto agree to execute any documents reasonably required by the Assignee to evidence such assignment, and thereafter, the Applicant shall pay the assigned annual installments of the Housing Linkage Payment to the assignee. The Housing Trust and the Authority shall deliver to the Applicant a statement, in recordable form, acknowledging that upon payment of all the assigned annual installments of the Housing Linkage Payment to such assignee, the Applicant shall have satisfied its obligations under Article 26A of the Code to make the Housing Linkage Payment and shall have no further obligation to either the Authority or the Housing Trust (or, if less than all of the then remaining annual installments shall have been so assigned, setting forth the total amount of the Applicant's obligations to make the Housing Linkage Payment that will remain outstanding after such payments shall have been made to the assignee). The Authority and the Housing Trust shall deliver such statement to the Applicant with the notice of any assignment hereunder.

ARTICLE 3 - JOBS CONTRIBUTION GRANT

3.1 Jobs Payment

The applicant shall be responsible, in accordance with the terms of this Agreement, for a Jobs Contribution Grant (hereinafter "Jobs Payment") as such term is defined in Section 26B-2(3) of Article 26B of the Code, in the amount as calculated and set forth herein. The Jobs Payment shall be made to the Collector-Treasurer of the City of Boston as custodian for

the Jobs Trust. The Applicant may, at its option, satisfy its obligation for the Jobs Payment by the creation, or by contributing to the creation, of a job training program for workers who will be employed on a permanent basis in the Project (the "Jobs Creation Option"), as provided in Section 3.2 hereof, or by payment made in accordance with Section 3.3 of this Agreement (the "Jobs Payment Option") or by a combination of the two.

3.2 Jobs Creation Option

If the Applicant shall elect to create or to contribute to the creation of a job training program for workers who will be employed on a permanent basis in the Project to satisfy all or a part of the Jobs Payment, then the Applicant shall submit a proposal ("Jobs Creation Proposal") for the Jobs Creation Option in writing to the Jobs Trust. If submitted to the Jobs Trust and approved by the Jobs Trust on or before the Jobs Payment Date, as set forth below in Section 3.6, and if subsequently duly performed in accordance with its terms, such proposal shall satisfy the Jobs Payment requirements set forth in Section 3.1 of this Agreement. Any such proposal shall be subject to approval by the Jobs Trust.

3.3 Jobs Linkage Payment Option

If the Applicant shall elect to contribute money payments in order to satisfy its obligation for all or part of the Jobs Payment, or if the Jobs Trust shall not have approved a Jobs Creation Proposal on or before the Jobs Payment Date, the Applicant shall pay the Jobs Payment in two (2) equal annual installments. The first installment of the Jobs Payment shall be due and payable on the Jobs Payment Date (defined herein) and the second installment shall be due and payable on the one-year anniversary of such Jobs Payment Date. Said payments shall be made to the Collector-Treasurer of the City of Boston, Room M-5, One City Hall Square, Boston, Massachusetts, as custodian for the Jobs Trust.

3.4 Calculation of Jobs Payment

The Parties hereby acknowledge that the Project will include certain uses enumerated in Table E of Section 26B-3 (the "Table E Uses") including, but not limited to, Use Item #'s 22 and 24 (i.e., Hospitals and Scientific Research and Testing Laboratories). The exact gross floor area of the Project devoted to Table E Uses have not been finally established. The Project is anticipated to include approximately 213,592 gross square feet dedicated to Table E Uses, as that term is defined in Table E of Article 26B of the Code, which area is calculated in accordance with the definition of gross floor area as contained in Section 2-(21) of the Code, based on schematic drawings of the Project. The Applicant is entitled to an exclusion for DIP purposes with respect to the Project, resulting in an adjusted Gross Floor Area of 113,592 square feet ("Gross Floor Area") ($213,592 - 100,000 = 113,592$). The total amount of the Jobs Payment, calculated at the rate of \$1.00 for each square foot of Gross Floor Area devoted to one or more Table E Uses, will approximate a total of \$113,592.

The Parties hereby acknowledge that the amount of the Jobs Payments as calculated above are based upon Gross Floor Areas as estimated in the DIP Plan. Before the issuance of a Certificate of Occupancy, the Applicant shall submit a statement of the final gross

floor area for the Project as certified by the Project Architect (as identified in the DIP Plan). If the actual Gross Floor Area of the Project, as determined by the Authority based on a said certification from the Project Architect (as identified in the DIP Plan) differs from the above-stated estimate, the Authority and/or Applicant, as appropriate, shall adjust the amount of the Jobs Payment in accordance with Article 26B of the Code to reflect the actual Gross Floor Area, provided that if the adjustment reduces the Jobs Payment, the adjustment as to any Jobs Payment already paid shall be in the form of a credit against future Jobs Payment obligations of the Applicant, if any.

3.5 Recalculation

The Authority hereby agrees that, subject to the final calculation provisions contained in Section 3.4 of this Agreement, any change in the formula (amount or rate of payment) for the calculation of the Jobs Payment as set forth in Section 26B-3(1) of Article 26B of the Code and otherwise, or any change in the definition of "gross floor area" in Section 2-1(21) of Article 2 of the Code after the date of approval of the DIP Plan by the Board of the Authority, shall not in any way affect the Jobs Payment determined in accordance with Section 3.1 of this Agreement.

3.6 Jobs Payment Date

The Jobs Payment Date shall be the date of issuance of the initial building permit for the Project as defined in Section 2.7 of this Agreement (the "Jobs Payment Date").

3.7 Non-Accrual of Jobs Payment

If a building permit is not granted for the Project, or if construction of the Project is abandoned after a building permit is obtained and prior to the Construction Commencement Date (as defined in Section 2.8 of this Agreement), or if a building permit is revoked or lapses and is not renewed prior to the Construction Commencement Date, then the Applicant shall have no responsibility for the Jobs Payment and any portion of the Jobs Payment previously paid by the Applicant shall be credited against future Jobs Payments, if any, due from the Applicant.

3.8 Credit Toward Jobs Payment

If the City of Boston should hereafter impose, assess, or levy any excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for purposes substantially the same as the purposes recited in Section 26B-1 of Article 26B of the Code, the amounts payable hereunder by the Applicant shall be credited against the portion of such tax or excise so dedicated; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax or excise dedicated to such purposes, thereupon cease and be of no further force and effect.

3.9 Condition of Building Permit Issuance

In order to ensure prompt receipt of the required Jobs Payment or installment thereof, the Applicant acknowledges that the Inspectional Services Department will not issue a building permit for a building or structure in the Project until satisfactory evidence has been presented of the receipt by the Collector-Treasurer of the City of Boston of the required installment of the Jobs Payment or a Jobs Creation Agreement has been executed with the Jobs Trust.

ARTICLE 4 - LIABILITY

4.1 Applicant's Continuing Liability

The original Applicant (i.e. the Applicant named in the preamble of this Agreement) shall be and remain liable for the payment obligations set forth in this Agreement which are backed by the full faith and credit of Dana-Farber, Inc., a charitable Massachusetts corporation, notwithstanding any assignment or transfer of any interest in the Project, the Project Site, or this Agreement, provided, however, that nothing in this Agreement shall prevent any other person from agreeing to be jointly and severally liable with the original Applicant for the obligations of the Applicant hereunder. The failure to make a payment due under Article 2 or Article 3 of this Agreement shall be deemed a default hereunder. In the event of a default hereunder with respect to a Housing Linkage Payment or Jobs Payment, the Authority may, in addition to any other remedies available, notify the Inspectional Services Department to withhold issuance of Certificates of Occupancy until the default is cured. No holder of a mortgage (or any other form of security interest) on any or all of the buildings or portions of the Project or the Project Site, as the case may be, shall be liable to perform or be liable in damages for any of the obligations of the Applicant hereunder unless and until such holder acquires title to the applicable building or portion of the Project or the Project Site by foreclosure or deed in lieu of foreclosure.

4.2 Personal Liability

Subject to the provisions contained in Section 5.5 of this Agreement, neither the Applicant nor any trustee, beneficiary, partner, stockholder, manager, officer, director, agent, or employee of the Applicant or its successors and assigns (including, without limitation, mortgagees) shall be personally or individually liable under this Agreement beyond its or their interest in the Project, nor shall it or they be answerable or liable in any equitable proceeding or order beyond the extent of its or their interest in the Project, but this Section 4.2 shall not prohibit or limit an action for specific enforcement of the Applicant's obligations under this Agreement.

4.3 Limited Undertaking

Nothing in this Agreement shall be construed as an undertaking by the Applicant to construct or complete the Project. The sole obligation of the Applicant is to adhere to the DIP Plan if and to the extent that the Project is undertaken by Applicant, and to fulfill the monetary and other obligations set forth in this Agreement, if and to the extent that the Project is undertaken by the Applicant.

ARTICLE 5 - MISCELLANEOUS PROVISIONS

5.1 Amendments: Law To Be Applied

If the Parties hereto agree hereafter to amend this Agreement, such amendment shall be in writing and executed by the Parties hereto, except as otherwise provided herein. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, and sets forth the entire Agreement between the Parties. This Agreement is binding and enforceable under contract law upon, and inures to the benefit of, the Parties, their successors, assigns, and legal representatives (including, without limitation, any successor owner or owners of the Project), and the Housing Trust and the Jobs Trust as third-party beneficiaries, and shall not be affected by any subsequent amendment or repeal of Article 26, Article 26A or Article 26B of the Code or court decision having the effect of an amendment or repeal of Article 26, Article 26A or Article 26B of the Code.

5.2 Capitalized Terms

The capitalized terms used herein without definition shall have the meanings ascribed in Article 2, Article 26A or Article 26B of the Code as in existence on the date hereof, unless otherwise provided.

5.3 Knowledge of Laws

The Applicant shall use reasonable efforts to keep itself fully informed of all votes of the Authority, City ordinances, executive orders, regulations, and state and federal law which affect the provisions of this Agreement. The Applicant shall at all times observe and comply with said votes, ordinances, executive orders, regulations or laws in effect on the date hereof, and shall protect and indemnify the City of Boston and the Authority, its officers, agents and employees, against any claim or liability arising from or based upon the violation of such ordinances, executive orders, regulations or laws in effect on the date hereof, caused by any knowledgeable or negligent act or omission of the Applicant, its agents or employees.

5.4 Notice

All notices and other communications under this Agreement must be in writing and must be hand-delivered, delivered by recognized overnight delivery service, or mailed by certified or registered mail, return receipt requested, to the Parties at the following addresses or such other address as each may have specified to the other by such a notice:

If to the Authority:

Boston Redevelopment Authority
One City Hall Square - 9th Floor
Boston, Massachusetts 02201
ATTN: Director

with a copy to:

Boston Redevelopment Authority
One City Hall Square - 9th Floor
Boston, Massachusetts 02201
ATTN: Chief General Counsel

If to the Applicant:

Dana-Farber, Inc.
44 Binney Street
Boston, Massachusetts 02115
ATTN: John W. Pettit, Chief Administrative Officer

with a copy to:

Dana-Farber, Inc.
44 Binney Street
Boston, Massachusetts 02115
ATTN: Office of the General Counsel

Any such notice shall be deemed to have been given when it is received or on the date shown on a receipt of the delivery service that such delivery was refused during normal business hours.

5.5 Notice of Agreement upon Sale or Assignment

Prior to the sale or assignment of its interest in the Project, either of the Parties to this Agreement shall comply with the following conditions: a) the Party wishing to assign its interest shall not be in default of the terms and conditions of this Agreement imposed upon such Party as of such date; b) the successor or assignee shall expressly assume and agree to perform and comply with all the covenants and provisions of this Agreement on the part of the Party assigning its interest; and c) there shall be promptly delivered to the Authority or the Applicant as appropriate, the original or a duplicate original of the instrument or instruments containing such assignment to and assumption by the successor or assignee. Any holder of a mortgage on the Project who acquires title to or control of the Project by foreclosure or deed in lieu of foreclosure shall expressly assume and agree to perform any obligations of the Applicant hereunder. The Authority agrees to notify Applicant in writing of any sale, transfer or assignment of the payments due and owing under Agreement.

5.6 Certificate of Compliance

(a). To the extent applicable, the Authority hereby agrees to assist the Applicant in obtaining from the Collector-Treasurer of the City of Boston, upon the satisfaction by the

Applicant of its Housing Linkage Payment and Jobs Payment obligations, within ten (10) business days after a request by the Applicant, a certification, in recordable form, that said Housing Linkage Payment and Jobs Payment, or both, as the case may be, has been satisfied by the Applicant and that the Applicant has no further liability for the Housing Linkage Payment and Jobs Payment.

(b). Within ten (10) business days after request by the Applicant, the Authority will provide a certificate in recordable form that the Applicant has complied with its obligations hereunder or the extent to which Applicant has not so complied.

5.7 Satisfaction of Development Impact Project Requirements

The Authority hereby acknowledges that, by executing this Agreement, the Applicant has satisfied the requirements of Section 26A-3(2) of Article 26A and Section 26B-3(1) of Article 26B of the Code insofar as satisfaction of the requirements of those Sections are a pre-condition to the granting, allowing, or adopting of a variance, conditional use permit, exception, or zoning map or text amendment with respect to the Applicant's development of the Project Site.

5.8 Titles

The captions of this Agreement, its articles and sections throughout this document are intended solely to facilitate reading and referencing its provisions. Such captions shall not affect the meaning or interpretation of this Agreement.

5.9 Severability

Each and every covenant and agreement contained in this Agreement shall be construed to be a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such terms to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF the Parties hereto have caused this instrument to be executed on behalf of their respective officers therewith duly authorized as of the day and year first above set forth.

APPROVED AS TO FORM:

BOSTON REDEVELOPMENT AUTHORITY

By:

By:

Chief General Counsel
Boston Redevelopment Authority

Joseph F. Fisher, Executive Director

DANA-FARBER, INC.

By:

John W. Pettit
Chief Administrative Officer

The above described parcel of land contains twenty-eight thousand and eight hundred and forty-five square feet (28,845) more or less, and is more particularly shown on plans prepared by Henry K. Folsom, Inc. entitled, "Plan of Land" and "Topographic Site Plan, Dana-Farber Cancer Institute, Boston, Massachusetts" dated September 23 and July 27, 1982.

EXHIBIT A - LEGAL DESCRIPTION OF PROJECT SITE

The Site is located at the corner of Deaconess Road and Binney Street in Boston, Suffolk County, Massachusetts, known as and numbered 65 Deaconess Road. The metes and bounds of the Project Site are as follows:

- A certain parcel of land located in the City of Boston, Suffolk County, Commonwealth of Massachusetts, bounded and described as follows:
 - Beginning at the intersection of the southerly sideline of Deaconess Road with the westerly sideline of Binney Street and running S 38° 00' 54" W, along the westerly sideline of Binney Street a distance of 184.46 feet to point;
 - thence turning and running N 51° 59' 08" W, a distance of 155.80 feet to a point;
 - thence turning and running N 38° 00' 54" E, a distance of 84.13 feet to a point;
 - thence running N 36° 53' 59" E, a distance of 100.39 feet to a point on the southerly sideline of Deaconess Road;
 - thence turning and running S 51° 59' 37" E, along the southerly sideline of Deaconess Road a distance of 157.79 feet to a point of beginning.

The above described parcel of land contains twenty-eight thousand and eight hundred and forty-five square feet (28,845) more or less, and is more particularly shown on plans prepared by Harry R. Feldman, Inc. entitled, "Plan of Land" and "Topographic Site Plan, Dana-Farber Cancer Institute, Boston, Massachusetts" dated September 23 and July 27, 1993.

EXHIBIT B - DIP PLAN

(See separate accompanying document)

Should the Partner incur a obligation with respect to the DIP Contribution or satisfied solely in the form of a Housing Contribution Grant, total payment from Partner would equal approximately \$367,000 calculated as follows:

- Total Gross Square Footage of Uses Encompassed in Table D of Article 36A of the Zoning Code for the New Facilities	213,592 sf
- Threshold Exclusion	-100,000 sf
Net DIP Gross Square Foot	113,592 sf
	\$ 113,592
Total Housing Contribution Grant	\$367,000

B. DIP Contribution Grant

The DIP Contribution Grant would equal approximately \$113,592, calculated as follows:

- Total Gross Square Footage of Uses Encompassed in Table E of Article 36B of the Zoning Code for the New Facilities	213,592 sf
- Threshold Exclusion	-100,000 sf
Net DIP Gross Square Foot	113,592 sf
	\$ 113,592
Total DIP Contribution Grant	\$113,592

EXHIBIT C - CALCULATIONS FOR DEVELOPMENT IMPACT PROJECT CONTRIBUTIONS

A. Housing Contribution Grant

Should Dana-Farber Inc.'s obligation with regard to the DIP Contribution be satisfied solely in the form of a Housing Contribution Grant, total payments from Dana-Farber would equal approximately \$567,960 calculated as follows:

- Total Gross Square Footage of Uses Enumerated in Table D of Article 26A of the Zoning Code for the New Facilities	213,592 sf
- Threshold Exclusion	<u>-100,000 sf</u>
Net DIP Gross Square Feet	113,592 sf
	x <u>\$5</u>
Total Housing Contribution Grant	\$567,960

B. Job Contribution Grant

The Jobs Contribution Grant will equal approximately \$113,592, calculated as follows:

- Total Gross Square Footage of Uses Enumerated in Table E of Article 26B of the Zoning Code for the New Facilities	213,592 sf
- Threshold Exclusion	<u>-100,000 sf</u>
Net DIP Gross Square Feet	113,592 sf
	x <u>\$1</u>
Total Jobs Contribution Grant	\$113,592

such project to any applicable Institutional Master Plan without an amendment of such Institutional Master Plan pursuant to Section 73-12.3.

Failure to update an Institutional Master Plan shall not affect the status under the Institutional Master Plan of then existing uses or structures, or of building, use, or occupancy permits already issued.

2. Time for Renewal or Amendment. An approved Institutional Master Plan may be renewed or amended at any time.

If an Institution fails to file an IMPNF seeking renewal of an Institutional Master Plan on or before the eighth (8th) anniversary of the date of the later of (a) the Zoning Commission's approval of the original Institutional Master Plan, or (b) the most recent renewal thereof by the Zoning Commission (or by the Boston Redevelopment Authority, if no Zoning Commission review was required), or if, having made such filing, the Institution thereafter fails diligently to make the necessary filings and otherwise fulfill the requirements for renewal set forth in this Section 73-12, as determined by the Director of the Boston Redevelopment Authority, then the Director shall not issue any certificate of consistency, as described in Section 73-11, with respect to a Proposed Institutional Project of such Institution until such failure is remedied. Failure to file an IMPNF seeking renewal of an Institutional Master Plan prior to the expiration of such eight (8)- year period shall not affect the status under the Institutional Master

Plan of then existing uses or structures or of building, use, or occupancy permits already issued as of such expiration.

Except as otherwise specified in this Section 73-12, the new approval date for the Institutional Master Plan shall be the date of the Zoning Commission's approval of such renewal or amendment.

3. Procedure for Renewal or Amendment. The procedure for renewing or amending an Institutional Master Plan shall be identical to that for the initial approval of an Institutional Master Plan, except as set forth in subsections (a) through (c) of this Section 73-12.3.

An Institution may make a combined renewal and amendment submission to the Boston Redevelopment Authority, in which event the scope of such submission shall include the entire area described in the Institutional Master Plan Area, and the provisions of subsection (c) of Section 73-12.3 (Limited Scope of Review for Certain Master Plan Amendments) shall not apply.

- (a) Review of Unchanged Plans. If, upon review of the IMPNF submitted in connection with the renewal or amendment of an Institutional Master Plan, the Boston Redevelopment Authority determines that no new Proposed Institutional Projects are planned, that no changes in the Institutional Master Plan are proposed that would constitute a change in the use, dimensional, parking, or loading elements of the Institutional Master Plan (other than de minimus dimensional

changes), and that no significantly greater impacts would result from continued implementation of the Institutional Master Plan than were originally projected, then the Boston Redevelopment Authority shall waive further review of the renewal or amendment application and approve the IMPNF and original Institutional Master Plan together as the renewed or amended Institutional Master Plan.

A renewal or amendment pursuant to this subsection (a) that does not add additional land to the Institutional Master Plan shall not require further approval by the Zoning Commission, and the date of the Boston Redevelopment Authority's approval of such renewal or amendment shall constitute the new approval date for such Institutional Master Plan.

- (b) Expedited Review of Amendment Adding Certain Small Projects. The Boston Redevelopment Authority, at the request of the Institution, shall waive the requirements of an IMPNF and Scoping Determination for approval of an amendment to an Institutional Master Plan, where the only change in the Institutional Master Plan provided for in the proposed amendment is the inclusion of one or more additional Proposed Projects that are not subject to the Development Review requirements of Article 31, pursuant to Section 73-13, and that satisfy all the requirements of subsection (1) or (2) below, as applicable:

- (1) the Proposed Project is exempt from the Institutional Master Plan requirements of Section 73-7, and the Institution elects to make such Proposed Project subject to the provisions of its Institutional Master Plan pursuant to Section 73-7; or
- (2) the Proposed Project is not exempt from the Institutional Master Plan requirements of Section 73-7, and the Proposed Project meets all of the following requirements:
 - (i) the Proposed Project is located within an Institutional District or Subdistrict or, if the Proposed Project is for an Institutional Use (a "Proposed Institutional Project") and is located outside an Institutional District or Subdistrict, the use category, other than an Institutional Use, that most closely describes such Proposed Institutional Project is identified on the table of uses for that Institutional District or Subdistrict as an allowed use; and
 - (ii) if the Proposed Project is a Proposed Institutional Project and is located outside an Institutional District or Subdistrict, its dimensions and parking and loading spaces meet all the requirements applicable to the use category, other than Institutional Use, that most clearly describes the Proposed Institutional Project; and

(iii) for an Institutional Use, such Proposed Institutional Project is not for one or more of the High Impact Subuses identified in the definition of such use in Article 2A or for ambulatory clinical care facilities.

Notwithstanding any provisions to the contrary in Section 73-9.4, the Boston Redevelopment Authority shall issue its written Adequacy Determination under Section 73-9.4 concerning a proposed amendment to an Institutional Master Plan under this Section 73-12.3(b) within sixty (60) days after the submission of the proposed amendment to the Boston Redevelopment Authority, and public comments concerning such proposed amendment, including the comments of public agencies, shall be transmitted in writing to the Boston Redevelopment Authority within thirty (30) days after the Boston Redevelopment Authority has published notice of such submission as required by Section 73-9.3.

Nothing in this subsection (b) shall affect the requirements set forth in Section 73-9.7 for full community participation in the Boston Redevelopment Authority's review of an amendment to an Institutional Master Plan, including the provisions for conducting a public hearing.

An amendment pursuant to this subsection (b) that does not add additional land to the Institutional Master Plan shall not require further approval by the Zoning Commission, and the date of the

Boston Redevelopment Authority's approval of such amendment shall constitute the new approval date for such Institutional Master Plan.

(c) Limited Scope of Review for Certain Master Plan Amendments. If a proposed amendment is limited to the addition to the Institutional Master Plan of one or more Proposed Institutional Projects and does not involve renewal of the Institutional Master Plan, review by the Boston Redevelopment Authority shall be limited to such Proposed Institutional Project(s), taking into consideration the cumulative impacts of such Proposed Institutional Project(s) together with existing uses and other Proposed Projects described in an Institutional Master Plan.

Nothing in this subsection (c) shall affect the requirements set forth in Section 73-9.7 for full community participation in the Boston Redevelopment Authority's review of an amendment to an Institutional Master Plan, including the provisions for conducting a public hearing.

REGULATIONS GOVERNING DEVELOPMENT REVIEW AND DESIGN REVIEW

SECTION 73-13. **Applicability of Article 31 Development Review.**

1. Large Projects. Notwithstanding any provision of Section 31-4 to the contrary, the provisions of Article 31 (Development Review Requirements), other than Section 31-3, shall be applicable, except where otherwise specified in this Article, to any Proposed Project to: (a) erect a Building or Structure having a gross floor area of fifty thousand (50,000) or more square feet; or (b) enlarge a Building or Structure so as to increase its gross floor area by fifty thousand (50,000) or more square feet; or (c) establish or change the uses of a gross floor area of one hundred thousand (100,000) or more square feet; or (d) establish or change to conditional or forbidden uses the uses of a gross floor area of fifty thousand (50,000) or more square feet, or, in the case of a Proposed Institutional Project, to establish or change to a High Impact Subuse or ambulatory clinical care facility the subuses of a gross floor area of fifty thousand (50,000) or more square feet.

2. Certain Institutional Projects for New Construction. If a Proposed Institutional Project not otherwise subject to the provisions of Article 31, pursuant to Section 73-13.1: involves the erection or extension of a Building or Structure that results in the addition of a gross floor area of twenty thousand (20,000) or more square feet devoted to out-patient or in-

patient care, such Proposed Institutional Project shall comply with the Transportation Access Plan requirements of Section 31-6.

The Commissioner of Inspectional Services shall not issue a building permit for any Proposed Project subject to the provisions of this Section 73-13 unless the Director of the Boston Redevelopment Authority has issued a certification of compliance with the applicable provisions of Article 31. Proposed Projects may proceed through the provisions of Article 31 separately or in joint filings, provided the Boston Redevelopment Authority has received adequate information on all such Proposed Projects.

SECTION 73-14. Design Review.

1. Applicability of Design Review. The provisions of this Section 73-14 shall apply only to those Proposed Projects specified in this Section 73-14 that are not subject to Article 31 development review pursuant to Section 73-13 or by election.

The following Proposed Projects are subject to design review by the Boston Redevelopment Authority:

- (a) Projects Visible from a Public Street or Public Park. Any Proposed Project for the erection or extension of one or more Buildings or Structures, if such Proposed Project is visible from a public street or public park; and

- (b) Projects Adding 20,000 Square Feet of Floor Area. Any Proposed Project for the erection or extension of one or more Buildings that results in the addition of an aggregate gross floor area of twenty thousand (20,000) or more square feet.

The provisions of this Section 73-14 shall not apply to any Proposed Project that is subject to the jurisdiction of the Boston Landmarks Commission or other architectural board or commission having design review authority and established pursuant to a general or special law of the Commonwealth of Massachusetts.

The Commissioner of the Inspectional Services Department shall not issue a building or use permit for any Proposed Project that is subject to the provisions of this Section 73-14 unless the Director of the Boston Redevelopment Authority certifies that the design for such Proposed Project has been approved by the Boston Redevelopment Authority.

2. Procedure for Design Approval. Each application for a permit for a Proposed Project that is subject to design review by the Boston Redevelopment Authority pursuant to this Section 73-14 shall include a Design Review Application, containing the information required by Section 73-14.3, and shall be filed in duplicate with the Inspectional Services Department, which shall retain one copy for its files and transmit the other copy to the Boston Redevelopment Authority. The Boston

Redevelopment Authority may find that the Proposed Project is consistent with the applicable design guidelines, as specified in Section 73-14.4, or is not consistent with those guidelines; provided that if no such findings are transmitted to the Inspectional Services Department within thirty (30) days of the receipt by the Boston Redevelopment Authority of the completed Design Review Application for the Proposed Project, the Proposed Project shall be deemed to be consistent with the applicable design guidelines without need for further action. Any Applicant aggrieved by the denial of any permit by the Inspectional Services Department pursuant to this Section 73-14 may appeal to the Board of Appeal within forty-five (45) days after such denial of a permit, in accordance with the provisions of Article 6.

3. Content of Design Review Application. A Design Review Application shall consist of such plans, drawings, and specifications as are necessary for the Boston Redevelopment Authority to determine that the Proposed Project is consistent with the applicable design guidelines. Such materials shall set forth, for the existing conditions and for the Proposed Project: vehicular access and egress to and from the site; location and dimensions of all buildings, structures, and parking and loading areas; relationships of primary buildings to secondary buildings; landscaping and screening; roof shapes, cornice lines, and roof structures; facade articulation, fenestration, and other architectural features; and proposed sign locations.

4. Design Guidelines. The Boston Redevelopment Authority shall review each

Proposed Project that is subject to design review under this Section 73-14

for consistency with any design guidelines adopted by the Zoning

Commission or the Boston Redevelopment Authority for the area in which

the Proposed Project is located.

All off-street parking or loading facilities provided for any Proposed Project that is not subject to Article 31 development review shall meet the following specifications:

1. Design.

- (a) Such facilities shall have adequate maneuvering areas and appropriate means of vehicular access to a street; and shall be so designed as not to constitute a nuisance or a hazard or unreasonable impediment to traffic; and all lighting shall be so arranged as to shine downward and away from streets and residences.

MISCELLANEOUS PROVISIONS

SECTION 73-15. Off-Street Parking and Loading. Within the Dana-Farber Cancer Institute Institutional District, no off-street parking or loading facilities are required. For any Proposed Project that is subject to the Institutional Master Plan requirement of Section 73-7, zoning relief for the provision of off-street parking and loading facilities may be granted through the approval of such parking and loading facilities in an applicable Institutional Master Plan, notwithstanding any contrary provision of Section 3-1A.c. For any Proposed Project that also is subject to Article 31 development review, pursuant to Section 73-13 or by election, the approval of parking and loading requirements or specifications in an applicable Institutional Master Plan shall not preclude the establishment of restrictions on the number of parking spaces or the establishment of additional specifications for the design and location of parking and loading facilities through the Article 31 development review process.

All off-street parking or loading facilities provided for any Proposed Project that is not subject to Article 31 development review shall meet the following specifications:

1. Design.

- (a) Such facilities shall have adequate maneuvering areas and appropriate means of vehicular access to a street, and shall be so designed as not to constitute a nuisance or a hazard or unreasonable impediment to traffic; and all lighting shall be so arranged as to shine downward and away from streets and residences.

(b) Such facilities, whether open or enclosed in a Structure, shall be so graded, surfaced, drained, and maintained as to prevent water and dust therefrom from going upon any Street or another Lot.

(c) Off-street parking facilities shall not be used for automobile sales, dead storage, or repair work, dismantling, or servicing of any kind.

(d) Each car space and loading bay shall be located entirely on the Lot.

2. Maintenance. Such facilities shall be maintained exclusively for the parking of motor vehicles, or for loading and unloading purposes, as the case may be, so long as a use requiring them exists. Such facilities shall be used in such a manner as at no time to constitute a nuisance or a hazard or unreasonable impediment to traffic.

SECTION 73-16. Nonconformity as to Dimensional Requirements. A

Building or Structure existing on the effective date of this Article and not conforming to the applicable dimensional requirements specified in other provisions of this Article may nevertheless be altered or enlarged, provided that such nonconformity is not increased and that any enlargement itself conforms to such dimensional requirements.

SECTION 73-17. Regulations. The Boston Redevelopment Authority may promulgate regulations to administer this Article.

SECTION 73-18. **Severability.** The provisions and requirements of this Article are severable, and if any such requirements or provisions shall be held invalid by any decision of any court of competent jurisdiction, such decision shall not impair or otherwise affect any other provision or requirement of this Article.

SECTION 73-19. **Definitions.** Words and phrases in this Article have the meanings set forth in Article 2A.

SECTION 73-20. **Tables.** The following tables are hereby made part of this Article:

Table A - Use Regulations

Table B - Dimensional Regulations

Dana-Farber Cancer Institute Institutional District Use Regulations

Key: A = Allowed, C = Conditional, F = Forbidden

For definitions of use categories and certain specific uses, see Article 2A.

For requirements applicable to Institutional Uses, see Note 1.

Banking and Postal Uses

Automatic teller machine	A
Bank	A
Drive-in bank	C
Post office	A

Community Uses

Adult education center	A
Community center	A
Day care center	A
Day care center, elderly	A
Library	A
Place of worship; monastery; convent; parish house	A

Cultural Uses

Art gallery	A
Art use	A
Auditorium	C
Cinema	C

Cultural Uses (cont'd)

Concert hall	A
Museum	A
Public art, display space	A
Studios, arts	A
Studios, production	A
Theatre	A
Ticket sales	A

Dormitory and Fraternity Uses

Dormitory not accessory to a use	C
Fraternity	C

Educational Uses

College or university ¹	A
Elementary or secondary school ²	A
Kindergarten	A
Professional school	A
Trade school	A

Entertainment and Recreational Uses

Adult entertainment	F
Amusement game machines in commercial establishment	F
Amusement game machines in noncommercial establishment	C
Bar ³	C
Bar with live entertainment ³	F
Bowling alley	F

Entertainment and Recreational Uses (cont'd)

Billiard parlor	F
Dance hall	F
Drive-in theatre	F
Fitness center or gymnasium	A
Private club not serving alcohol	C
Private club serving alcohol	C
Restaurant with live entertainment, not operating after 10:30 p.m. ³	C
Restaurant with live entertainment, operating after 10:30 p.m. ³	F

Funerary Uses

Cemetery	F
Columbarium	F
Crematory	F
Funeral home	C
Mortuary chapel	A

Health Care Uses

Clinic	A
Clinical laboratory	A
Custodial care facility	C
Group care residence, general Hospital ¹	C
Nursing or convalescent home ¹	A
	A

Hotel and Conference Center Uses

Bed and breakfast	C
Conference center	C
Executive suites	C
Hotel	C
Motel	C

Industrial Uses

Artists' mixed-use	F
Cleaning plant	F
General manufacturing use	F
Light manufacturing use	C
Printing plant	F
Restricted industrial use	F

Office Uses

Agency or professional office	A
General office	A
Office of wholesale business	A

Open Space Uses

Golf driving range	F
Grounds for sports, private	A
Open space	A
Open space recreational building	A
Outdoor place of recreation for profit	F
Stadium	F

Public Service Uses

Automatic telephone exchange	A
Courthouse ²	F
Fire station ²	A
Penal institution ²	F
Police station ²	A
Pumping station ²	C
Recycling facility (excluding facilities handling toxic waste)	F
Solid waste transfer station	F
Substation ²	C
Telephone exchange	C

Research and Development Uses⁴

Research laboratory	A
Product development; prototype manufacturing	A

Residential Uses

Congregate living complex	C
Elderly housing	C
Group residence, limited	A
Lodging house	A
Mobile home	F
Mobile home park	F
Multifamily dwelling	A
One family detached dwelling	C
One family semi-attached dwelling	C
Orphanage	A

Residential Uses (cont'd)

Rowhouse	A
Temporary dwelling structure	C
Three-family detached dwelling	A
Townhouse	A
Transitional housing or homeless shelter	A
Two-family detached dwelling	A
Two-family semi-attached dwelling	A

Restaurant Uses

Drive-in restaurant	F
Restaurant	A
Take-out restaurant	A
Small ⁵	C
Large ⁶	

Retail Uses⁷

Adult bookstore	F
Bakery	A
General retail business	A
Liquor store	A
Local retail business	A
Outdoor sale of garden supplies	F

Service Uses⁷

Animal hospital	C
Barber or beauty shop	A
Caterer's establishment	A

Service Uses⁷ (cont'd)

Container redemption center	C
Dry-cleaning shop	A
Kennel	F
Laundry, retail service	A
Laundry, self-service	A
Photocopying establishment	A
Shoe repair	A
Tailor shop	A

Storage Uses, Major

Enclosed storage of solid fuel or minerals	F
Outdoor storage of solid fuel or minerals	F
Outdoor storage of new materials	F
Outdoor storage of damaged or disabled vehicles	F
Outdoor storage of junk and scrap	F
Storage of flammable liquids and gases	F
Small ⁸	A
Large ⁸	C
Storage or transfer of toxic waste	C
Warehousing	C
Wrecking yard	F

Trade Uses⁷

Carpenters shop	A
Electrician's shop	A

Trade Uses⁷ (cont'd)

Machine shop	A
Photographer's studio	A
Plumber's shop	A
Radio/television repair	A
Upholsterer's shop	A
Welder's shop	A

Transportation Uses

Airport	F
Bus terminal	C
Garage with dispatch	F
Helicopter landing facility	C
Motor freight terminal	F
Rail freight terminal	F
Railroad passenger station	F

Vehicular Uses

Bus servicing or storage	F
Carwash ⁹	F
Gasoline station ⁹	F
Indoor sale and installation of automotive parts	F
Indoor sale of automobiles and trucks	F
Outdoor sale of new and used vehicles	F
Parking garage	C
Parking lot	C

Vehicular Uses (cont'd)

Rental agency for cars	F
Rental agency for trucks	F
Repair garage	F
Truck servicing or storage	F

Wholesale Uses

Wholesale business	F
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Accessory and Ancillary Uses

In the Dana-Faber Cancer Institute Institutional District, an accessory use ordinarily incident to a lawful main use is allowed, subject to the provisions of Article 10, unless such use is (i) specifically forbidden as a main use for such subdistrict in this Table A and (ii) not designated "A" or "C" in the accessory use table below. In any event, an accessory use shall be subject to the same restrictions, conditions, limitations, provisos and safeguards as the use to which it is accessory.

Accessory amusement game machines (not more than four) in commercial or noncommercial establishment	C
Accessory art use	A
Accessory automatic teller machine	A
Accessory bus servicing or storage	A
Accessory cafeteria	A
Accessory cultural uses	A
Accessory dormitory	C
Accessory drive-through restaurant	F
Accessory drive-through retail	F
Accessory family day care home	A
Accessory home occupation	A

Accessory and Ancillary Uses (cont'd)

Accessory industrial use	C
Accessory keeping of laboratory animals ⁴	A
Accessory keeping of animals, other than laboratory animals	F
Accessory machine shop	A
Accessory manufacture of products	C
Accessory offices	A
Accessory outdoor cafe	A
Accessory parking	C ¹⁰
Accessory personnel quarters	A
Accessory printing	A
Accessory professional office in a dwelling	A
Accessory railroad storage yard	F
Accessory recycling	A
Accessory repair garage	A
Accessory retail	A
Accessory services for apartment and hotel residents	A
Accessory services incidental to educational uses other than college or university use	A
Accessory service uses	A
Accessory storage of flammable liquids and gases	
Small ⁸	A
Large ⁸	A
Accessory storage or transfer of toxic waste	A
Accessory swimming pool or tennis court ¹¹	A

Accessory and Ancillary Uses (cont'd)

Accessory trade uses	A
Accessory truck servicing or storage	A
Accessory wholesale business	A
Ancillary use ¹²	C

1. Note regarding Institutional Uses. The Institutional Use categories "College or University Use," "Hospital Use," and "Nursing or Convalescent Home Use," are defined in Article 2A to include subuses (office, parking, etc.) that also appear as main uses in this Table A. If part of an Institutional Use, pursuant to the provisions of this Article and Article 2A, any such subuse shall be regulated as the pertinent Institutional Use and not as an accessory or ancillary use subject to Article 10 or as an independent use.

See Sections 72-3, 72-5, 72-7, and 72-11 concerning the applicability of the use regulations of this Table A to Institutional Uses. All Institutional Uses, as defined in Article 2A, are subject to the Institutional Master Plan requirements of Sections 72-7 through 72-12, unless specifically exempted therefrom under the provisions of Section 72-7.

Except for High Impact Subuses, and except for ambulatory clinical care facilities that are not otherwise exempt from the provisions of this Article 72 pursuant to Section 72-7, or that are exempt from such requirements pursuant to Section 72-7 but are electively described in an Institutional Master Plan, the substitution of one Institutional subuse for another Institutional subuse shall not be treated as a change of use, and no determination of consistency with an Institutional Master Plan pursuant to Section 72-11 shall be required for such substitution. (The "High Impact Subuses" of an Institutional Use are identified in the definition of such Institutional Use set forth in Article 2A.)

2. Provided that, where such use is located in an area where residential uses are permitted: (1) the requirements of St. 1956, c. 665, s.2, where applicable, are met; (2) the use is essential to service in the residential area in which it is located; and (3) in the case of a pumping station, sub-station, or automatic telephone exchange, no storage building or yard is maintained in connection with such use.

3. Provided that, where such use exists on the effective date of this Article and is designated "F," any expansion of seating or standing capacity of such use is forbidden, notwithstanding any contrary provision of Article 9.
4. Provided that such use shall comply with all the guidelines and standards promulgated by the National Institutes of Health concerning the care and use of laboratory animals.
5. Total gross floor area not more than 1,000 square feet per restaurant.
6. Total gross floor area exceeding 1,000 square feet per restaurant.
7. If a Retail, Service, or Trade Use is designated "A," it shall be conditional if merchandise is sold or displayed out-of-doors or if such establishment is open to the public after midnight or before 6:00 a.m. and such establishment has direct public access to a public way or sidewalk.
8. Small: storage of less than thirty thousand (30,000) gallons of flammable liquids or less than ten thousand (10,000) cubic feet of gases; Large: storage of thirty thousand (30,000) gallons or more of flammable liquids or ten thousand (10,000) cubic feet or more of gases.
9. Where such use is designated "A," or "C," provided that all washing, painting, lubricating, and making of repairs is carried on inside a building; that such establishment is sufficiently sound insulated to confine all noise to the lot; that all flashing, fumes, gases, smoke and vapor are effectively confined to the lot; and that there is no outdoor storage of damaged, disabled or unregistered motor vehicles for a period of more than one month; otherwise forbidden.
10. Except allowed if accessory to a residential use, dormitory or fraternity use, or hotel or conference center use (all as defined in Article 2A, and including any dwelling converted for more families in separate dwelling units).
11. Provided that such use is more than four (4) feet from every lot line, and in the case of a swimming pool, that it is protected by a fence at least six (6) feet in height with a gate locked from the outside, and that if the pool is within ten (10) feet of a lot line, the fence is concealing to a height of at least six (6) feet.
12. Provided that any such use shall be subject to the same restrictions, conditions, limitations, provisos and safeguards as the use to which it is ancillary.

**Dana-Farber Cancer Institute Institutional District
Dimensional Regulations(1)**

Maximum Floor Area Ratio	4.0
Maximum Building Height	155 feet
Other Use	
Minimum Lot Size	none
Minimum Lot Width	none
Minimum Lot Frontage	none
Minimum Front Yard	none
Minimum Side Yard	none
Minimum Rear Yard	none

1. See Sections 73-3, 73-6, 73-7, and 73-11 concerning the applicability of the dimensional regulations of this Table B to Institutional Uses. No building, use, or occupancy permit may be issued for a Proposed Institutional Project except in accordance with the provisions of Sections 73-7 through 73-12, regarding Institutional Master Plans, unless such Proposed Institutional Project is specifically exempted from the provisions of Sections 73-7 through 73-12 pursuant to Section 73-7. For regulations applicable to Proposed Institutional Projects that are exempt from the provisions of Sections 73-7 through 73-12, see Section 73-7.2(a). This Table B sets forth the underlying zoning dimensions for the Dana-Farber Cancer Institute Institutional District. Notwithstanding any contrary provision of this Table B, the dimensional requirements for any Proposed Institutional Project that is subject to the provisions of Sections 73-7 through 73-12, and not exempt therefrom by the provisions of Section 73-7, shall be determined by the provisions of the applicable Institutional Master Plan. Any Proposed Institutional Project that is determined to be consistent with an applicable Institutional Master Plan, pursuant to Section 73-11, shall be deemed to be in compliance with the dimensional requirements of this Article 73.

MARCH 10, 1994

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: BEVERLEY JOHNSON, ASSISTANT DIRECTOR FOR
INSTITUTIONAL PLANNING AND DEVELOPMENT
E. OWEN DONNELLY, DEPUTY DIRECTOR

SUBJECT: PUBLIC HEARING CONCERNING A DEVELOPMENT IMPACT
PROJECT PLAN AND AN INSTITUTIONAL MASTER PLAN FOR
DANA-FARBER CANCER INSTITUTE AND RELATED ZONING TEXT
AND MAP AMENDMENTS.

SUMMARY: This Memorandum requests that the Authority: (1) Approve the Dana-Farber Cancer Institute Institutional Master Plan; (2) Authorize the Executive Director to enter into a Cooperation Agreement with Dana-Farber Cancer Institute in connection with its Institutional Master Plan and Proposed Project; (3) Approve the Development Impact Project Plan ("DIP Plan") submitted by Dana-Farber Cancer Institute in connection with the construction of a New Research Building project at 65 Deaconess Road ("Proposed Project"); (4) Authorize the Executive Director to enter into a Development Impact Project Agreement ("DIP Agreement") with Dana-Farber Cancer Institute in connection with the Proposed Project; (5) Authorize the Executive Director to petition the Zoning Commission to adopt the zoning text and map amendments establishing the Dana-Farber Cancer Institute Institutional District; and (6) Authorize the Executive Director to issue an Adequacy Determination for the Proposed Project upon completion of the Authority's Article 31 development review process.

Introduction

The Dana-Farber Cancer Institute operates a facility for research into the causes, treatment, and prevention of cancer and other diseases in children and adults. The Institute carries out research, study, teaching, clinical investigation, care of patients, and training of medical students, scientists, nurses, research assistants, and paramedical personnel. The Institute's campus is located at the corner of Deaconess Road and Binney Street on the easterly side of Brookline Avenue within the Longwood Medical Area (LMA). The surrounding LMA is characterized by medical institutions

and health care-related uses. The Institute has identified a need for new research space in order to accommodate the Institute's focus on patient care research.

The Institute requests approval of a Development Impact Project Plan and a Development Impact Project Agreement for the construction of the Proposed Project at 65 Deaconess Road. The Institute also requests the approval of a Cooperation Agreement and the Dana-Farber Cancer Institute Institutional Master Plan and issuance of an Adequacy Determination for the Proposed Project. In addition, the Institute requests approval of zoning text and map amendments as proposed by the BRA that would establish the Dana-Farber Cancer Institute Institutional District.

Project Description

Dana Farber Cancer Institute proposes to build a new research facility on its campus at 65 Deaconess Road. The 28,845 square foot site is located at the corner of Deaconess Road and Binney Street. All of the uses abutting the site are institutional. The building will house cancer research laboratories and necessary support facilities.

The Proposed Project will have a gross floor area of approximately 214,000 gross square feet in a building of 11 occupied and two mechanical floors above-grade. The height of the building will be approximately 184 feet above grade. Six parking levels below grade will accommodate approximately 246 vehicles. Access to the parking garage will be from Deaconess Road.

Urban Design

The Proposed Project has been substantially improved through the design review process. The Institute initially presented a building footprint which built out the Site from lot line to lot line, and included two overhead bridges connecting to the Institute's Dana Building and to the Brigham & Women's Hospital. Following review with Authority urban design staff, the building's perceived mass was reduced by notching out the corners of the building and stepping the building back at the top two floors. The building was also stepped back at the two lower floors to provide additional sidewalk area with an arcade along Deaconess Road and Binney Street. In subsequent meetings with the Boston Civic Design Commission (BCDC), additional changes were incorporated into the design. The building was moved back an additional 15 feet from Binney Street, providing a 19.5-foot sidewalk, and the bridge over Binney Street connecting to Brigham & Women's Hospital was eliminated from the program and was replaced with a new bridge to the Jimmy Fund Building. The arcade along Deaconess Road was maintained. Furthermore, one floor has been removed from the project reducing the height by 10 feet and the floor area by 23,000 square feet. The floor area ratio of the contiguous Dana-Farber property has been reduced to 5.17. The BCDC recommended approval of the schematic design plan on March 8, 1994. The current site plan and elevations are shown in the attached exhibits.

Institutional Zoning

Zoning text and map amendments are proposed in order to create new zoning controls for the area that includes the campus of the Dana-Farber Cancer Institute. The goal of the proposed zoning is to permit institutional growth in a manner compatible with the surrounding area, as reflected in an Institutional Master Plan. The proposed zoning, which would establish the Dana-Farber Cancer Institute Institutional District in place of the existing H-3 and L-1 districts, follows closely the institutional master planning provisions recently adopted by the Authority and the Zoning Commission for the Beth Israel Hospital Institutional District, the Massachusetts College of Pharmacy Institutional District, and the New England Deaconess Hospital Institutional District, as well as the zoning plan being prepared for the Longwood Medical Area. New institutional development would be subject to the Institutional Master Plan requirement of the proposed zoning. This would require an institution to prepare an Institutional Master Plan describing its future development program. The Institutional Master Plan must be approved by the Authority and the Zoning Commission, after public hearings, prior to the construction of any project described in an Institutional Master Plan.

In addition to establishing the Institutional Master Plan requirement, the proposed zoning establishes underlying use and dimensional controls to govern projects that are not subject to Institutional Master Plan approval. Projects that do require Institutional Master Plan approval are governed by the use, dimensional, and parking and loading requirements that are approved in the Institutional Master Plan.

The proposed Institutional District is the fourth Institutional District zoning article to be proposed during the planning process for the Longwood Medical Area. Like its predecessors (the Beth Israel Hospital Institutional District, the Massachusetts College of Pharmacy Institutional District, and the New England Deaconess Hospital Institutional District), the proposed Institutional District is designed to meet the need for new zoning controls to govern institutional growth until comprehensive zoning regulations for the entire Longwood Medical Area have been developed. Upon completion of the area-wide planning and public review processes, the zoning regulations for the entire Longwood Medical Area will replace those previously developed for the individual Institutional Districts.

Institutional Master Plan

Dana-Farber's Institutional Master Plan, entitled "Dana-Farber Cancer Institute Institutional Master Plan, 1993-2001" (the "Master Plan"), has been prepared to describe anticipated development over the next eight-year period to the year 2001. The projects described in the Master Plan include a project (the "Proposed Project") to construct a new research building of approximately 213,592 gross square feet (for floor area ratio purposes) on the site of the existing Frederika Building and surface parking lot at the corner of Deaconess Road and Binney Street. The Frederika

Building and a small garage structure on-site will be demolished to allow for construction of the Proposed Project. The Proposed Project will provide facilities that will support the research needs of the Institute. The Proposed Project will include space for laboratory research and research support. The Proposed Project will also include bridges connecting the facility to the Institute's existing Dana and Jimmy Fund Buildings. A below-grade, approximately 246-space parking garage will also be constructed.

Article 31 Development Review

On May 17, 1993, the Institute voluntarily submitted to the BRA a Project Notification Form (PNF) for Article 31 development review of the Proposed Project. BRA staff issued a Scoping Determination on July 21, 1993 that addressed issues associated with the Proposed Project. The Institute responded on November 1, 1993 by submitting a joint Draft Project Impact and Environmental Impact Report (the "Joint Draft Report") as directed by the BRA and the Executive Office of Environmental Affairs MEPA Unit. The Preliminary Adequacy Determination, which will be issued in the near future, reflects the BRA staff's review of the joint Draft Report and concludes that environmental and other mitigation strategies have been sufficiently addressed to proceed with obtaining BRA approval of the Proposed Project.

Community Review

In accordance with the requirements of Article 31, formal presentations were made to the Mission Hill Planning and Zoning Advisory Committee (PZAC) in November 1993 and March 1994. The Mission Hill PZAC has not formally voted to support the Proposed Project and the Institutional Master Plan.

Community Benefits

The Institute is providing a comprehensive community benefits package that includes Housing Linkage of \$567,960 and Jobs Linkage of \$113,592. The Proposed Project will also provide up to 200 temporary construction jobs and 500 new permanent jobs. The Institute will work with the local community and City agencies to develop a job creation proposal to serve the residents of the local community that coordinates with other LMA employment and training initiatives using the job linkage funds from the Proposed Project. The Institute will offer current employees from the local community skills upgrading opportunities. The Institute will offer new employment opportunities to qualified community residents. The institute will seek to increase the number of employees from the local community and to work with appropriate people in the community to accomplish this objective. The Institute will distribute notices of available positions on a regular basis to locations to be agreed upon by the community. In addition, a PILOT payment in the amount of \$65,775 has been negotiated with the City of Boston Assessing Department.

Transportation Access Plan Agreement

The Proposed Project has been reviewed by the Boston Transportation Department (BTD). A Transportation Access Plan Agreement ("TAP Agreement") is being prepared and includes mitigation measures and provisions for the Proposed Project. A TAP Agreement satisfactory to the Commissioner of BTD will be executed prior to the issuance of a building permit for the construction of the Proposed Project.

Conclusion

BRA staff recommends that the Authority: (1) Approve the Dana-Farber Cancer Institute Institutional Master Plan; (2) Authorize the Executive Director to enter into a Cooperation Agreement with the Dana-Farber Cancer Institute and other agreements required by or incidental to the Cooperation Agreement; (3) Approve the Development Impact Plan ("DIP Plan") submitted by the Dana-Farber Cancer Institute in connection with the Proposed Project; (4) Authorize the Executive Director to enter into a Development Impact Project Agreement ("DIP Agreement") with the Dana-Farber Cancer Institute in connection with the Proposed Project; (5) Authorize the Executive Director to petition the Zoning Commission to adopt the zoning text and map amendments establishing the Dana-Farber Cancer Institute Institutional District; and (6) Authorize the Executive Director to issue an Adequacy Determination for the Dana-Farber Cancer Institute New Research Building Project upon completion of the Authority's Article 31 process.

Appropriate votes follow:

VOTED: That the Boston Redevelopment Authority approves the Dana-Farber Cancer Institute Institutional Master Plan presented to the Authority at its hearing on March 10, 1994, and authorize the Executive Director to petition the Zoning Commission to adopt a zoning map amendment depicting the Dana-Farber Cancer Institute Institutional Master Plan area in substantial accord with the map amendment submitted to the Authority at its hearing on March 10, 1994; and further

VOTED: That with respect to the Cooperation Agreement presented to the Authority at its hearing on March 10, 1994 (the "Cooperation Agreement"), the Boston Redevelopment Authority authorizes the Executive Director, in the name and on behalf of the Authority, to execute and deliver: (1) the Cooperation Agreement substantially in the form presented at the Authority's March 10, 1994 hearing subject to such revisions deemed necessary and appropriate by the Executive Director, and (2) all other agreements and documents required by or incidental to the Cooperation Agreement; and further

VOTED: That with respect to the Proposed Project at 65 Deaconess Road (the "Proposed Project") presented to the Boston Redevelopment Authority at its public hearing on March 10, 1994 by the Dana-Farber Cancer Institute, the Boston Redevelopment Authority hereby issues the following findings, approvals, and authorizations:

- (1) With respect to the requirements of Articles 26 through 26B (Development Impact Projects) of the Boston Zoning Code, as amended:
 - (a) The Boston Redevelopment Authority, after due consideration of the evidence presented at the Authority's public hearing on March 10, 1994, finds that the Development Impact Project Plan presented at said hearing (the "DIP Plan"): (i) conforms to the general plan for the City of Boston as a whole; (ii) contains nothing that will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (iii) does adequately and sufficiently satisfy all other requirements of Articles 26 through 26B for a Development Impact Project Plan; and further
 - (b) The Boston Redevelopment Authority approves the DIP Plan presented at the Authority's March 10, 1994 hearing. Said DIP Plan is embodied in a written document entitled "Development Impact Project Plan for the Dana-Farber Cancer Institute" and exhibits thereto; and further
 - (c) The Boston Redevelopment Authority authorizes the Executive Director, in the name and on behalf of the Authority:
 - (i) To execute and deliver: (1) a Development Impact Project Agreement in the form presented at the Authority's March 10, 1994 public hearing, subject to such revisions deemed necessary and appropriate by the Executive Director (the "DIP Agreement"), and (2) any other agreements with Dana-Farber Cancer Institute required by or incidental to the DIP Agreement; and
 - (ii) To certify: (1) that plans submitted to the Inspectional Services Department in connection with the Proposed Project conform to the DIP Plan, at such time as the Executive Director, in his discretion, determines that such plans so conform; and (2) that Dana-Farber

Cancer Institute has entered into a DIP Agreement with the Authority that meets all of the requirements of Articles 26 through 26B of the Boston Zoning Code, as amended; and further

- (2) With respect to Development Review of the Proposed Project under Article 31 of the Boston Zoning Code, as amended, the Boston Redevelopment Authority authorizes the Executive Director to issue an Adequacy Determination upon completion of the Authority's Article 31 process, provided that the final design review approval shall not be granted prior to the execution of a Transportation Access Plan Agreement for the Dana-Farber Cancer Institute Research Building (the "TAP Agreement"), and provided further that Dana-Farber Cancer Institute shall enter into a Boston Residents Construction Employment Plan, a Memorandum of Understanding, a First Source Agreement, and other necessary agreements with the Mayor's Office of Jobs and Community Services with respect to the Proposed Project; and further
- (3) The Boston Redevelopment Authority authorizes the Executive Director to certify, in the name and on behalf of the Authority, that the plans submitted to the Inspectional Services Department in connection with the Proposed Project are consistent with the description of such Proposed Project in the Dana-Farber Cancer Institute Institutional Master Plan at such time as the Executive Director, in his discretion, determines that such plans are so consistent; and further

VOTED: That the Boston Redevelopment Authority authorizes the Executive Director to petition the Zoning Commission to adopt Article 73 and a related map amendment establishing the Dana-Farber Cancer Institute Institutional District, in substantial accord with the text and map amendments submitted to the Authority at its hearing on March 10, 1994; and further

VOTED: That any agreements or other documents executed by the Executive Director on behalf of the Boston Redevelopment Authority pursuant to the authority granted by the foregoing votes shall include such terms and conditions as the Executive Director deems appropriate and in the best interests of the Authority, the Executive Director's execution and delivery of such agreements and other documents to be conclusive evidence of the Executive Director's determination and of the authorization granted to him hereunder. All agreements, plans, and other documents approved by the Boston Redevelopment Authority, or

executed by its Executive Director, pursuant to such votes, shall be on file in the office of the Boston Redevelopment Authority.

DAVE F. BAKER, INC.

ONE BOSTON BUILDING

Bound on the West by MATH, North by The Boston Red Sox and 4th Street, East by Downtown Crossing, and South by South Street

AGREEMENT made on the ____ day of ____ 1964 by and between the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate created pursuant to Chapter 123B of the Massachusetts General Laws, as amended, acting in its capacity as the Planning Board for the City of Boston pursuant to Chapter 40A of the Acts of 1960, as amended (the "Authority") and DAVID F. BAKER, INC., a duly organized corporation created by the Commonwealth of Massachusetts, its corporate, estate and legal representative ("Developer") the Authority and the Developer, whereby and by the following is hereby agreed:

WHEREAS, the Authority is responsible for the review of Development Impact Projects ("DIP") filed pursuant to Article 24, 24A, and 24B of the Development Code, for providing recommendations to the Planning Commission for the City of Boston (the "Planning Commission") pursuant to Article 7 of Chapter 40A of the Acts of 1960 (the "Zoning Act"), with respect to any DIP or for recommending the specific provisions of Article 24 of the Boston Zoning Code of 1963 as amended in accordance with the Development review requirements set forth therein, and the Authority and the Developer have agreed to the following:

WHEREAS, the Developer has proposed the construction of the Project (defined below) for the Development Impact Project ("DIP") located at the intersection of the Downtown Crossing, Boston, Massachusetts, the "Site", and

WHEREAS, the Developer has prepared proposed map and text amendments to the Boston Zoning Code and Zoning Map for submission to the Boston Zoning Commission which amendments would create the City Center Center Institute Institutional District, the Developer has prepared a DIP form for the Project (defined below) for approval by the Authority in accordance with Article 24, 24A, and 24B of the Boston Zoning Code, the Developer has submitted a statement entitled "Development Impact Statement" (the "DIP Statement") which shall be filed as a requirement of the Project for approval by the Authority and the Developer has agreed to comply with all of the Project in accordance with the Development Impact requirements of Article 24 of the Boston Zoning Code.

COOPERATION AGREEMENT

FOR

DANA-FARBER, INC.

NEW RESEARCH BUILDING

Bounded Southwesterly by MATEP, Northwesterly by The Redstone Building and 454 Brookline Avenue, Northeasterly by Deaconess Road, and Southeasterly by Binney Street.

AGREEMENT made as of the ____ day of ____, 1994 by and between the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate created pursuant to Chapter 121B of the Massachusetts General Laws, as amended, acting in its capacity as the planning board for the City of Boston pursuant to Chapter 652 of the Acts of 1960, as amended (the "Authority") and DANA-FARBER, INC., a not for profit institution chartered by the Commonwealth of Massachusetts, its successors, assigns and legal representative ("Dana-Farber" or the "Applicant"); the Authority and the Applicant, collectively shall be referred to herein as the "Parties".

WHEREAS, the Authority is responsible: for review of Development Impact Project ("DIP") Plans (pursuant to Articles 26, 26A, and 26B of the Boston Zoning Code), for providing a recommendation to the Zoning Commission for the City of Boston (the "Zoning Commission") pursuant to Section 3 of Chapter 665 of the Acts of 1956 (the "Enabling Act") with respect to zoning map or text amendments; for review pursuant to Article 31 of the Boston Zoning Code of certain projects in accordance with the development review requirements set forth therein; and for review and approval of Institutional Master Plans; and

WHEREAS, Dana-Farber has proposed the construction of the Project (defined *infra*) for its campus known and numbered as 65 Deaconess Road, Boston, Massachusetts (the "Site"); and

WHEREAS, the Authority has prepared proposed map and text amendments to the Boston Zoning Code and Zoning Map for submission to the Boston Zoning Commission which amendments would create the Dana-Farber Cancer Institute Institutional District, Dana-Farber has submitted a DIP Plan for the Project (defined below) for approval by the Authority in accordance with Articles 26, 26A, and 26B of the Boston Zoning Code; Dana-Farber has submitted a document entitled "Institutional Master Plan, 1993-2001" (the "Master Plan") which details its plans for development of its Campus for approval by the Authority and Dana-Farber has voluntarily agreed to undertake review of the Project in accordance with the Development Review requirements of Article 31 of the Boston Zoning Code.

WHEREAS, the DIP Plan, Master Plan, and documentation submitted in connection with Development Review for approval by the BRA Board, contemplate the construction of the following: a) a new building consisting of approximately 213,592 GSF/FAR, of approximately 13 stories in height for laboratory research facility uses; b) an overhead bridge connector to the Dana Building across Deaconess Road; c) an overhead bridge connector to the Jimmy Fund Building across Binney Street, which will replace the existing overhead bridge connecting the Dana Building to the Jimmy Fund Building; and d) a below-grade parking garage for approximately 246 parking spaces (all constituting the "New Research Building" or the "Project").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. The Authority will petition the Zoning Commission of the City of Boston to approve the zoning map and text amendments necessary to create the Dana-Farber Cancer Institute Institutional Subdistrict (Article 73) and to approve the Applicant's Master Plan.

2. The Applicant will proceed with planning and design for the Site in a manner consistent with the development concept, land uses and density contemplated in the DIP (a copy of which is attached hereto as Exhibit A and incorporated herein), (subject to the Development Review Process set forth in Paragraph 5 herein) and Master Plan (a copy of which is attached hereto as Exhibit B and incorporated herein) (collectively referred hereto as the "Plan"). In connection with the development of the Project, the Applicant will conduct any additional reviews requested by the Authority in accordance with the Authority's "Development Review Procedures" dated 1985, revised 1986, which is attached hereto as Exhibit C and incorporated herein ("Development Review Procedures"). No structure shall be erected, reconstructed or structurally changed or extended on the Site, unless all drawings and specifications therefor shall have been subject to design review and approval by the staff of the Authority pursuant to its Development Review Procedures as consistent with the DIP Plan. The Authority shall perform its functions under this Cooperation Agreement promptly and with all reasonable dispatch and shall use best efforts to notify Dana-Farber of its approval or disapproval of any changes or submissions within fifteen (15) business days after receipt thereof except that those matters subject to Development Review Procedures shall be governed thereby. Further, the Applicant shall not cause or permit any substantial change or extension of any use of the Site unless the same shall have been approved by the Authority as consistent with the Plan. The certification of the Director of the Authority shall be sufficient to indicate that any proposed changes are in accordance with the Plan.

3. By agreement the Applicant is in the process of completing a development review of the Project in accordance with Article 31 of the Boston Zoning Code ("Article 31"), although the Applicant is not subject to such review under the terms of Article 31. The Applicant and the Authority hereby agree that on November 1, 1993, the Applicant submitted the Draft Project Impact Report (DPIR) for the Project and will be responsible for the submission of a Final Project Impact Report (FPIR) for the Project. The Authority rendered a Preliminary Adequacy Determination on the DPIR for the Project on March ____, 1994. The Authority

shall make a Final Adequacy Determination on the FPIR in a timely manner in accordance with the provisions of Article 31. The Authority may require the Applicant to take all practical measures, including, without limitation, all reasonable economical measures consistent with the scope of the proposed development of the Project as presently conceived to mitigate any demonstrable negative impacts identified in the FPIR.

4. The Applicant shall, prior to obtaining a building permit for the Project, enter into a Transportation Access Plan ("TAP") Agreement, as approved by the Authority and the City of Boston Transportation Department. Said Transportation Access Plan Agreement shall include monitoring devices and mitigation measures to address negative transportation impacts which may be created by the Project or its construction. The Applicant currently anticipates that the Transportation Access Plan Agreement will include, although not be limited to, a definition of parking management and demand reduction measures and mitigation measures to be undertaken by the Applicant and include the measures specified in Section 15 of this Agreement.

5. The Applicant and the Authority hereby agree that the development review process required by the DIP Plan to be observed by the parties ("Development Review Process") shall be as set forth in the Development Review Procedures, including review of the Development Concept, Schematic Design, Design Development and Contract Documents. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Development Review Procedures.

6. The Authority hereby approves the Applicant's submission of Schematic Design Drawings for the Project and by the signing hereof indicates its satisfaction with the first stage of submission required by the Authority's Development Review Procedures. The drawings for the Project listed in Appendix C to the DIP Plan have been subjected to the Development Review Procedures.

7. The Authority will notify the Inspectional Services Department (ISD) that such plans submitted for the Project to ISD are consistent with the schematic design drawings approved by the Authority, and are consistent with the description of the Project in the Master Plan at such time as the Director determines that such plans are so consistent.

8. Throughout the Development Review Process, it is the Applicant's responsibility to promptly notify the Authority of proposed changes to the Project visible from the exterior of the Project, and to open spaces and landscaping of the Project and to obtain approval from the Authority pursuant to the Authority's Development Review Procedures. If the Authority finds that any such change or submission is not consistent, it shall notify the Applicant and its architect of the respects in which the same is deemed to be inconsistent. If the Authority finds that a change or submission is consistent with the DIP Plan, it shall so notify the Applicant and indicate the same on the submission. The Authority shall perform its function under this Cooperation Agreement promptly and with all reasonable dispatch in accordance with Paragraph 2 above.

9. The Applicant anticipates commencing construction of the Project as follows:

	<u>Begin</u>	<u>Completion</u>
New Research Building	July, 1994	March, 1997

All construction and completion dates are approximate and may be affected by delays due to permitting, financing, weather and other matters beyond the control of Dana-Farber. Delay or abandonment of the New Research Building, or any of the activities now planned, if such should occur, will not impair the zoning status of Dana-Farber's Institutional District Master Plan or the buildings and facilities thereon.

10. The Applicant shall undertake the following with respect to long-term employment opportunities at the Project:

- a. The Applicant is committed to work with the local community and city agencies to develop a job creation plan to serve the residents of the local community that coordinates with other Longwood Medical Area employment and training initiatives using the job linkage funds from the Project.
- b. The Applicant will provide skills upgrading opportunities to current employees from the local community .
- c. The Applicant will make new job openings available to qualified community residents.
- d. The Applicant will seek to increase the number of employees from the local community and to work with appropriate people in the community to accomplish this objective.
- e. The Applicant's Director of Human Resources will distribute notices of available positions on a regular basis to locations to be agreed upon by the community.

11. The Applicant shall undertake the following with respect to construction employment at the Project:

- a. The Applicant shall cause the general contractor for the Project, to the best of the contractor's ability, to grant preference in hiring to Boston residents during the construction period. Efforts will be made to include qualified neighborhood residents in each target category. The Applicant shall execute and deliver to the EDIC/JCS, no later than the date of issuance of the building permit for the New Research Building (the "Building Permit Date"), a plan to be known as the Boston Residents Construction Employment Plan, which plan shall set forth in detail the plan of the

Applicant to cause its contractors for construction of the Project, on a craft-by-craft basis to meet the following Boston Residents Construction Employment Standards:

- (i) At least fifty percent (50%) of the total employee worker hours* in each trade shall be by bona fide Boston residents;
- (ii) At least twenty-five percent (25%) of the total employee worker hours* in each trade shall be by minorities; and
- (iii) At least ten percent (10%) of the total employee worker hours* in each trade shall be by women.

*Worker hours shall include on-the-job training and apprenticeship positions.

The Applicant's obligations under this section shall terminate upon the Applicant's execution and delivery to EDIC/JCS of, and shall be superseded by, the Boston Residents Construction Employment Plan.

- b. Prior to the Building Permit Date, the Applicant shall also execute a First Source Agreement with EDIC/JCS. The First Source Agreement shall provide for the Applicant to use good faith efforts to use the services of the EDIC/Placement Unit as specified therein.

12. Dana-Farber has begun discussions with agencies of the City of Boston to establish a PILOT program for Dana-Farber.

13. The Applicant will work with the Mission Hill community based providers of affordable housing, the BRA, and the City of Boston Neighborhood Housing Trust to identify appropriate projects for the use of housing linkage funds in the Mission Hill community.

14. The Applicant will require the Contractor to enter into a Construction Management Plan ("CMP") for the Project which will include specific mitigation measures and staging plans to minimize effects to abutters, pedestrians and automobile traffic around the Site. The CMP will include the following measures:

- Secure staging, fencing and bracing will be provided to protect nearby pedestrian traffic.
- Appropriate pedestrian walkways will be covered at nearby construction locations.
- The removal of construction material and equipment will be staggered over the course of the weekday.

- Designated truck routes for the removal of construction material and equipment will be clearly defined.
- Arrival and departure times of construction workers will generally be during the off peak hours of commuter traffic.

15. Construction worker commuting and parking will be carefully monitored in accordance with the terms of the CMP and the TAP Agreement. Workers will be encouraged to use public transportation. Project contractors will be required by their construction contract to enforce this provision among their employees.

16. Dana-Farber has established long-term parking goals which may be summarized as follows: staff, visitors, and patients will be provided access to spaces on the Dana-Farber Campus and there will be an overall reduction in associated parking demand by implementation of several demand management strategies. Dana-Farber has implemented a Commuter Mobility Plan in cooperation with MASCO and the Boston Transportation Department which includes the promotion of ride-sharing and car and vanpooling opportunities.

17. The Authority acknowledges that, prior to approving the DIP Plan pursuant to Articles 26, 26A, and 26B of the Boston Zoning Code, and the Master Plan, which sets forth the development allowable within Dana-Farber's Institutional District, the Authority found that the DIP Plan and Master Plan conform to the general plan for the City as a whole and that nothing in the DIP Plan or Master Plan was injurious to the neighborhood or otherwise detrimental to the public welfare.

18. This Agreement shall be binding on and enforceable against the successors and assigns of the Parties hereto (other than the mortgagees of the Project or those claiming through mortgagee of the Project, unless they obtain title to the Project and proceed with the development of the Project).

19. Each and every covenant contained in this Agreement is and shall be construed to be a separate and independent covenant.

20. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remaining terms and provisions shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

21. As required by Section 26A-3 of the Boston Zoning Code, the Applicant is, concurrently herewith, entering into a DIP Agreement with the Authority, and shall make a Development Impact Project contribution for housing in the approximate amount of \$567,960, as more particularly set forth in the DIP Agreement. As required under Section 26B-3 of the Code, the Applicant shall also make a Jobs Contribution Grant in the approximate amount of \$113,592, as more particularly set forth in the DIP Agreement.

22. The Authority agrees to look solely to the interest of the Applicant or its successors or assigns (including, without limitation, mortgagees who acquire title to the Project by foreclosure or deed in lieu of foreclosure) from time to time in the Project for any claim against the Applicant or its successors or assigns (including, without limitation, mortgagees) arising under this Agreement. Neither the Applicant nor any trustee, beneficiary, partner, stockholder, manager, officer, director, agent or employee of the Applicant or its successors and assigns (including, without limitation, mortgagees) shall be personally or individually liable under this Agreement beyond it or their interest in the Project, nor shall it or they be answerable or liable in any equitable proceeding or order beyond the extent of its or their interest in the Project.

23. All notices under this Agreement must be in writing and must be hand-delivered, delivered by recognizable overnight delivery service, or mailed by certified or registered mail, return receipt requested, to the Parties at the following addresses or such other addresses as each may have specified to the other by such notice:

If to the BRA:

Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201
ATTN: Director

With a copy to:

Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201
ATTN: Chief General Counsel

If to the Applicant:

Dana-Farber, Inc.
44 Binney Street
Boston, MA 02115
ATTN: John W. Pettit, Chief Administrative Officer

With a copy to:

Dana-Farber, Inc.
44 Binney Street
Boston, MA 02115
ATTN: Office of General Counsel

24. Prior to the sale of or assignment of its interest in the Project, the Parties shall comply with the following conditions: a) the Parties shall not be in default of the terms and conditions of this Agreement imposed as of such date; b) the successor or assignee shall expressly assume and agree to perform and comply with all the covenants and provisions of this Agreement on the part of the Applicant or Authority; and c) there shall be promptly delivered to the Applicant or Authority, as appropriate, the original or a duplicate original of the instrument or instruments containing such assignment to and assumption by the successor or assignee. Any holder of a mortgage on the Project who acquires title to or control of the Project by foreclosure or deed in lieu of foreclosure shall expressly assume and agree to perform any obligations of the Applicant hereunder.

25. Within ten (10) business days after request by the Applicant, the Authority will provide a certificate in recordable form that the Applicant has complied with its obligations hereunder or the extent to which Applicant has not so complied.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel
Boston Redevelopment Authority

By: _____
Joseph F. Fisher
Executive Director

DANA-FARBER, INC.

By: _____
John W. Pettit
Chief Administrative Officer

EXHIBIT A - FIRST SOURCE AGREEMENT

The Dana-Farber Cancer Institute and Dana-Farber, Inc. (the "Developer") are the owners of the New Research Building (the "Development"). Pursuant to a Memorandum of Understanding by and among the Developer, the City of Boston, and the Boston Redevelopment Authority dated -----, 1994, setting forth the Developer's Employment Opportunity Plan, the Developer has agreed to enter into this First Source Agreement with the Economic Development and Industrial Corporation/Mayor's Office of Jobs and Community Services ("EDIC/JCS") on behalf of the Boston Jobs Exchange Program (the "Job Exchange") in which the OJCS participates.

NOW, THEREFORE, the Developer and OJCS agree that, for the period from the date hereof through December 31, 1998, in seeking qualified employees to fill job vacancies and new employment positions for operating, security, maintenance, and management personnel employed at the Development directly by the Developer or any such personnel permanently assigned to the Development who are employed by any service, maintenance, security, or management agent or independent contractor engaged by the Developer, whether such positions be full-time, part-time or seasonal, Developer shall follow the following procedures:

- A. Prior to announcing or advertising the availability of an employment position created by vacancy in an existing position or the creation of a new employment position at the Development (other than compliance with internal posting procedures and union contracts), the Developer will notify the Job Exchange of such position, including a general description of the position and the Developer's minimum requirements for qualified applications therefor, and, unless the Developer states on the notice that the position must be filled pursuant to procedures required by a union contract to which the Developer is a party, the Developer, shall request the Job Exchange to refer qualified applicants for such position. The Developer shall refrain from such announcement or advertisement for a period of five (5) business days after notification to the Job Exchange of the availability of such position. Such five (5) day period is hereinafter referred to as the "Advance Notice Period".
- B. Upon receipt from the Developer of a notice of an employment position, the Job Exchange shall refer to the Developer candidates for employment whom the Job Exchange believes are qualified for the position and who meet the Developer's minimum requirements for such a position, and shall make arrangements for the person or persons referred to be interviewed by the Developer within the Advance Notice Period. In the event that the Job Exchange believes that it is unable to refer qualified candidates for such position within the Advance Notice Period, it shall so inform the Developer, thereby waiving the obligation

of the Developer to refrain from further announcement or advertisement to fill such position during the balance of the Advance Notice Period.

- C. Nothing contained herein shall prevent the Developer from filling jobs vacancies or newly created positions without compliance with the foregoing procedures by transfer or promotion from its existing staff or from a file of qualified applicants maintained by the Developer; provided, however, that the Developer shall give consideration first to those applicants in such file previously referred by the Job Exchange. Further, nothing contained herein shall be construed to require Developer or any service, maintenance, security, or management agent or independent contractor engaged by the Developer (1) to hire any candidate referred by the Job Exchange, (2) to hire or train persons it does not consider qualified based on standards the Developer applies to all job applicants, or (3) to terminate the employment of existing workers.
- D. The Developer shall incorporate the provisions of this First Source Agreement in all contracts, agreements, and purchase orders for labor with any service, maintenance, security, or management agent or independent contractor engaged by the Developer whose personnel will be permanently assigned to the Development and shall obligate such agent or independent contractor to comply with the procedures set forth in Paragraph A through C hereof.

Executed this ---- day of -----, 1994.

DANA-FARBER, INC.

ECONOMIC DEVELOPMENT AND
INDUSTRIAL CORPORATION/MAYOR'S
OFFICE OF JOBS AND COMMUNITY
SERVICES

By:

By:

John W. Pettit
Chief Administrative Officer

Executive Director

EXHIBIT B - BOSTON SUMMER JOBS PROGRAM, 1989

Boston Summer Jobs Program

_____ will hire (#) _____ students from
Company Name

the Boston Private Industry Council Boston Summer Jobs Program referrals.

We will support the employment of young people with a donation of \$_____.
(\$2,000 sponsors a student full time for 8 weeks. Make checks payable to the Boston
Private Industry Council, Inc.)

Company Contact

Name: _____

Position: _____

Company: _____

Address: _____

Telephone: _____ Ext. _____

Please return this form to:

George Moriarty
Boston Private Industry Council, Inc.
185 Devonshire Street
Boston, Massachusetts 02110

EXHIBIT C - THE BOSTON COMPACT

Employer's Letter of Intent

This letter will confirm the intent of our Company to lend its support to efforts of representatives of the business community in Boston, the Boston public schools, and the City government to provide incentives for the improvement of public education in Boston, through the following program: If the Boston public schools will improve the quality of secondary education, the business community in Boston will endeavor to provide job opportunities to Boston public high school graduates with respect to vacancies for which they are qualified. Improvement in the quality of secondary education will be measured through year-by-year improvements in five categories: attendance, drop-outs, achievement in reading and mathematics, college placements, and job placements.

In support of this program, our Company will participate in priority hiring of qualified graduates of Boston public schools for entry-level jobs in Boston. Priority hiring means that our Company acknowledges the hiring of qualified Boston public high school graduates as a major hiring goal (without rejecting the needs and interests of other applicants) and therefore will make a good faith effort to increase the number of qualified graduates of Boston public high schools hired for entry-level jobs in Boston. This effort will be subject to our requirements for hiring such jobs, to our compliance with all applicable legal requirements, including provisions against age discrimination, and to the implementation of any affirmative action commitments we may have.

The contact person in our Company for this effort will be _____. This person will meet with staff from the Boston Private Industry Council, which will act as an intermediary between schools and companies and assist companies in carrying out their efforts under this program. Our company will identify entry-level jobs in Boston potentially appropriate for high school graduates, list vacancies with the PIC, set forth the skills required for these jobs, hold openings for an agreed-upon period, interview qualified candidates referred through the PIC, and report to the Compact through the PIC on our efforts to hire and train Boston public high school graduates.

We will also provide appropriate and feasible support to the high school graduates we hire in order to assist them to stay on the job and advance their careers. Our participation in this effort is not intended to result in our placing less emphasis on other employment, education, or youth programs involving Boston residents.

In setting forth our intentions above, we are acting voluntarily and not pursuant to any legal or contractual requirement. This letter of intent will remain in effect for one year, from the date below, at which time it will be reviewed and may be renewed for another year.

Company or Organization

Corporate Officer

Date

Map Amendment Application No. ____
Boston Redevelopment Authority
Boston Proper and Roxbury:
Dana-Farber Cancer Institute
Institutional District and
Dana-Farber Cancer Institute
Institutional Master Plan Area

TO THE ZONING COMMISSION OF THE CITY OF BOSTON:

The Boston Redevelopment Authority petitions to amend "Map 1 Boston Proper" and "Map 6 Roxbury," of the series of maps entitled "Zoning Districts City of Boston," dated August 15, 1962, as amended, as follows:

1. By changing from "H-3" (Apartment) district and "L-1" (Local Business) district to "Dana-Farber Cancer Institute Institutional District" the land in the Fenway area depicted on Appendix A hereto as "Dana-Farber Cancer Institute Institutional District."
2. By deleting from the existing Institutional Overlay District the area to be designated "Dana-Farber Cancer Institute Institutional District" (as described in item 1, above).
3. By adding the overlay designation "IMP", indicating Institutional Master Plan Area, to the area depicted on Appendix A hereto as "Dana-Farber Cancer Institute Institutional Master Plan Area."

Petitioner: Boston Redevelopment Authority

By: Joseph F. Fisher, Executive Director

Address: City Hall / 9th Floor
Boston, MA 02201-1007

Tel No.: 722-4300, ext. 4357

Date: _____
as authorized by BRA Board on



NEW ENGLAND DEACONESS HOSPITAL (IMP)

DEACONESS ROAD

H-2

H-1

L-1

AVE.

BROOKLINE

L-1

L-1

H-1

H-3

H-3

B-4

BETH ISRAEL HOS
(IMP)

ST.

H-3

H-3-D

B-4-D

H-3-D

H-3-D

H-1

FENWOOD ROAD

FRANCIS STREET

VINING STREET

KEMPTON STREET

ST. ALBANS ROAD

SHATTUCK STREET

LONGWOOD AVENUE

APPENDIX A

Existing District Boundary

Proposed Dana - Farber Cancer Institute
Institutional District Boundary

Proposed Dana - Farber Cancer Institute
Institutional Master Plan Area (IMP)

REGULATIONS GOVERNING DEVELOPMENT
REVIEW

Text Amendment Application No. ____
Boston Redevelopment Authority
Dana-Farber Cancer Institute
Institutional District

Section 73-13 Applicability of Article
73-14 Design Review

MISCELLANEOUS PROVISIONS

TO THE ZONING COMMISSION OF THE CITY OF BOSTON:

The Boston Redevelopment Authority petitions to amend the text of the Boston Zoning Code, as established under Chapter 665 of the Acts of 1956 as amended, as follows:

By inserting, after Article 72, the following article:

ARTICLE 73

SECTION 73-1 DANA-FARBER CANCER INSTITUTE
INSTITUTIONAL DISTRICT

TABLE OF CONTENTS

Section 73-1	Statement of Purpose
73-2	Physical Boundaries
73-3	Applicability
73-4	Prohibition of Planned Development Areas

USE AND DIMENSIONAL REGULATIONS

Section 73-5	Use Regulations
73-6	Dimensional Regulations

REGULATIONS APPLICABLE TO INSTITUTIONAL USES

73-7	Institutional Master Plan Requirement
73-8	Content of Institutional Master Plans
73-9	Approval of Institutional Master Plans by the Boston Redevelopment Authority
73-10	Zoning Commission Approval of Institutional Master Plans
73-11	Consistency with an Institutional Master Plan
73-12	Renewal and Amendment of Institutional Master Plans

REGULATIONS GOVERNING DEVELOPMENT REVIEW AND DESIGN REVIEW

Section 73-13	Applicability of Article 31 Development Review
73-14	Design Review

MISCELLANEOUS PROVISIONS

Section 73-15	Off-Street Parking and Loading
73-16	Nonconformity as to Dimensional Requirements
73-17	Regulations
73-18	Severability
73-19	Definitions
73-20	Tables

SECTION 73-1. Statement of Purpose. The purpose of this Article is to establish zoning regulations for the review and approval of projects for major institutional uses in the context of long-term institutional development plans within the area governed by this Article. The goal of these regulations is to provide for the well-planned development of institutions and to enhance their public service and economic development role in the surrounding neighborhoods; to encourage economic growth and the diversification of Boston's economy, with special emphasis on creating and retaining job opportunities; to preserve, enhance and create open space; to protect the environment and improve the quality of life; to promote the most desirable use of land; and to promote the public safety, health, and welfare of the people of Boston.

SECTION 73-2. Physical Boundaries. The provisions of this Article apply to:

(1) land and structures located within the Dana-Farber Cancer Institute Institutional District, and (2) land and structures located outside such Institutional District but described in an Institutional Master Plan approved from time to time in accordance

with the provisions of this Article. The land referred to in (1) and (2) above is collectively referred to as the Dana-Farber Cancer Institute Institutional Master Plan Area. The Institutional Master Plan Area is applicable on an overlay basis and may include non-contiguous elements within or outside the Dana-Farber Cancer Institute Institutional District. The boundaries of the Dana-Farber Cancer Institute Institutional District are as shown on the map entitled "Map 1 Boston Proper" of the series of maps entitled "Zoning Districts City of Boston," as amended from time to time.

SECTION 73-3. Applicability. This Article, together with the rest of this Code, constitutes the zoning regulation for the Dana-Farber Cancer Institute Institutional District, and together with the provisions of an applicable Institutional Master Plan, constitute the zoning regulation for the Dana-Farber Cancer Institute Institutional Master Plan Area. The zoning regulations for such Institutional District and Institutional Master Plan Area apply as specified in Section 4-1 regarding the conformity of buildings and land to this Code. Zoning relief in the form of exceptions from the provisions of this Article pursuant to Article 6A is not available, except to the extent expressly provided in this Article or in Article 6A. Where conflicts exist between the provisions of this Article and the remainder of the Code, the provisions of this Article shall govern. Except where specifically indicated to the contrary in this Article, the provisions of this Article supersede Section 8-7, Articles 13 through 24, and Article 27M of this Code for the Dana-Farber Cancer Institute Institutional District. Any Proposed Institutional Project that is required to be consistent with an applicable

Institutional Master Plan shall be deemed to be a project for which zoning relief is required for the purposes of Articles 26, 26A, and 26B.

Proposed Projects are exempt from the provisions of this Article, and are governed by the rest of this Code, if application to the Inspectional Services Department for a building or use permit has been made prior to the first notice of hearing before the Zoning Commission for adoption of this Article, and (1) no Zoning Relief is required, or (2) any required Zoning Relief has been or thereafter is granted by the Board of Appeal; provided that construction work under such building permit, or occupancy under such occupancy permit, as the case may be, is commenced within six (6) months of the date of such permit and proceeds in good faith continuously to completion so far as is reasonably practicable under the circumstances.

Notwithstanding any contrary provision of this Code, any Institutional Use existing within the Dana-Farber Cancer Institute Institutional District as of the date of the first notice of hearing before the Zoning Commission for the adoption of this Article shall be deemed allowed for all purposes under this Code, whether or not described in an Institutional Master Plan and without need for a determination of consistency with such an Institutional Master Plan pursuant to Section 73-11.

Any building or structure existing within the Dana-Farber Cancer Institute Institutional District as of the date of the first notice of hearing before the Zoning Commission for the adoption of this Article and:

- (i) used for an Institutional Use as of such date, or

(ii) adequately described in an applicable Institutional Master Plan

SECTION 73-3. in accordance with Section 73-8(b) unless specifically provided in

this Article, no land or structure within the Dana-Farber Cancer Institute Institutional

shall be deemed to be in compliance, as so existing, with the dimensional, parking, and loading requirements of this Article and shall not be considered dimensionally nonconforming for the purposes of Article 9. Any use identified as conditional in

Table A is subject to the provisions of Article 9. Any use identified as "F" (Excluded)

in Table A shall be permitted for any Proposed Project to which the Institutional Master Plan requirement of Section 73-7 applies.

SECTION 73-5. Dimensional Requirements. Except as otherwise specifically

provided in this Article, the dimensional requirements governing land and structures in the Dana-Farber Cancer Institute Institutional District are set forth in Table B of this Article.

USE AND DIMENSIONAL REGULATIONS

SECTION 73-5. Use Regulations. Except as otherwise specifically provided in this Article, no land or structure within the Dana-Farber Cancer Institute Institutional District shall be erected, used, or arranged or designed to be used, in whole or in part, unless, for the proposed location of such use, the use is identified in Table A of this Article as "A" (allowed) or as "C" (conditional). Any use identified as conditional in Table A is subject to the provisions of Article 6. Any use identified as "F" (forbidden) in Table A for the proposed location of such use is forbidden in such location. Any use not included in Table A is forbidden in the Dana-Farber Cancer Institute Institutional District.

SECTION 73-6. Dimensional Regulations. Except as otherwise specifically provided in this Article, the dimensional requirements governing land and structures in the Dana-Farber Cancer Institute Institutional District are as set forth in Table B of this Article.

REGULATIONS APPLICABLE TO INSTITUTIONAL USES

SECTION 73-7. Institutional Master Plan Requirement.

1. Applicability of Requirement. The Inspectional Services Department shall not issue a building, use, or occupancy permit for any Proposed Institutional Project governed by the provisions of this Article for the erection, extension, or alteration of any structure or part thereof, or the change of use of any structure or land, that is (or immediately after completion will be) used or occupied for an Institutional Use, unless such Proposed Institutional Project is:

- (a) consistent with an Institutional Master Plan, pursuant to Section 73-11; or
- (b) exempt from such Institutional Master Plan requirement, pursuant to Subsection 73-7.2.

2. Exempt Projects. Within the Dana-Farber Cancer Institute Institutional District, a Proposed Institutional Project is exempt from the Institutional Master Plan requirement of this Article if it is:

- (i) for interior alterations to an existing building, provided that such Proposed Institutional Project does not involve the establishment or expansion of a High Impact Subuse or ambulatory clinical care facility that will affect, after such establishment or expansion, an aggregate gross floor area of more than fifty

thousand (50,000) square feet (which area is not a phase of another Proposed Institutional Project); or

(ii) for the erection or extension of an Institutional Use, provided that such Proposed Institutional Project does not affect an aggregate gross floor area of more than twenty thousand (20,000) square feet (which area is not a phase of another Proposed Institutional Project).

- (a) Applicable Regulations. A Proposed Institutional Project that is exempt from the Institutional Master Plan requirement of this Article, pursuant to this Section 73-7, and not electively described in an Institutional Master Plan, pursuant to paragraph (c) of this Subsection 73-7.2, shall be governed by the use, dimensional, and other regulations of this Code applicable to the use category, other than an Institutional Use, that most closely describes such project, except that such project shall not be subject to the maximum floor area ratio (FAR) requirement of such regulations.
- (b) Notice. If the proponent of a Proposed Institutional Project believes that such Proposed Institutional Project is exempt from the Institutional Master Plan requirement of this Article, pursuant to this Section 73-7, the proponent shall file written notice to the Inspectional

Services Department and the Boston Redevelopment Authority setting forth the reasons why such project is exempt from such requirement.

Such notice shall be filed at the time a building or use permit application for such Proposed Institutional Project is filed with the Inspectional Services Department.

- (c) Election to Include Exempt Project in Institutional Master Plan. An applicant for an Institutional Master Plan approval, renewal, or amendment may elect, in its submission materials, to make any exempt project subject to the provisions of its Institutional Master Plan, in which event such Proposed Institutional Project shall be governed by the provisions of this Article, notwithstanding any contrary provision of this Section 73-7.

3. Exemption for Smaller Institutions. Notwithstanding any contrary provision of this Section 73-7, the provisions of this Article shall not apply to a Proposed Institutional Project if the combined gross floor area of the Proposed Institutional Project and all of the other Institutional Uses of the same Institution is less than one hundred fifty thousand (150,000) square feet; provided, however, that the Institution may elect to seek approval of an Institutional Master Plan, and as of the date of such approval, the Institutional Uses of the Institution shall be subject to the provisions of this Article.

4. Special Provisions Applicable to High Impact Subuses and Ambulatory

Care Facilities. Notwithstanding any contrary provision of Article 2A, the

location of any Proposed Institutional Project for: (i) a High Impact Subuse;

or (ii) ambulatory clinical care facilities must be consistent with that

specified in an applicable Institutional Master Plan. A "High Impact

Subuse" means a subuse of an Institutional Use that is identified as a High

Impact Subuse in the definition of such Institutional Use set forth in

Article 2A.

5. Appeals. Any applicant aggrieved by the denial of any permit by the Inspectional Services Department pursuant to this Section 73-7 may appeal to the Board of Appeal within forty-five (45) days after such denial of a permit, in accordance with the provisions of Article 6.

SECTION 73-8. Content of Institutional Master Plans. An Institutional Master Plan shall include the elements described in this Section 73-8 to provide a basis for evaluating, for city planning purposes, the impact on the surrounding neighborhoods of the Institution's current and future projects. The Institutional Master Plan shall project its proposed development plan at least eight (8) years into the future, commencing from the date of submission of the Institutional Master Plan, and shall include within the Plan all currently planned Proposed Institutional Projects that are not exempt under Section 73-7 and any projects that are electively included in the Institutional Master Plan. In addition, the Plan shall set out and define the longer term goals of the

Institution, a minimum of ten (10) years into the future. These goals should address the broad direction to be taken by the Institution with regard to its growth and services. An Institutional Master Plan prepared pursuant to this Article shall cover the current and proposed properties, uses, and activities of the Institution within the areas of the City where preparation of an Institutional Master Plan is required. Each Institutional Master Plan shall include each of the following elements, except to the extent waived by the Boston Redevelopment Authority, as determined in the Scoping Determination described in Section 73-9.2:

(a) Mission and Objectives

A statement which defines the organizational mission and objectives of the Institution, and a description of how all development contemplated or defined by the Institutional Master Plan advances the goals and objectives of the Institution. The statement should describe the population to be served by the Institution, and any projected changes in the size or composition of that population. It should also specify any services to be provided to Boston residents in adjacent neighborhoods and in other areas of the City.

(b) Existing Property and Uses

A description of land, buildings, and other structures occupied by Institutional Uses of the Institution as of the date of submission of the Institutional Master Plan, with such information including, for each property, the following: (i) illustrative site plans showing the footprints

of each building and structure, together with roads, sidewalks, parking, and other significant improvements; (ii) land and building uses; (iii) building gross square footage; (iv) building height in stories and, approximately, in feet; (v) a description of off-street parking and loading areas and facilities, including a statement of the approximate number of parking spaces in each area or facility; and (vi) existing building linkage payments.

(c) Needs of the Institution

A summary and projection of the Institution's current and future needs for the following facilities: (i) academic; (ii) service; (iii) research; (iv) office; (v) housing; (vi) patient care; (vii) public assembly; (viii) parking; and other facilities related to the Institutional Use. Such needs shall be defined in relationship to the Institution's goals and objectives as previously described.

(d) Proposed Future Projects

A description of any proposed future projects of the Institution within the areas of the City where preparation of an Institutional Master Plan is required (other than projects that are exempt under Section 73-7 and not electively included in the Institutional Master Plan) and their relationship to present and future needs. The required descriptions may include:

- (i) site locations and approximate building footprints;
- (ii) uses (specifying the principal subuses of each land area, building, or structure, such as classroom, laboratory, parking facility);
- (iii) square feet of gross floor area;
- (iv) square feet of gross floor area eliminated from existing buildings through demolition of existing facilities;
- (v) floor area ratios;
- (vi) building heights;
- (vii) parking areas or facilities to be provided in connection with proposed projects;
- (viii) any applicable urban renewal plans, land disposition agreements, or the like;
- (ix) current zoning of sites;

(x) total project cost estimates;

(xi) estimated development impact payments;

(xii) approximate timetable for development of Proposed Institutional Projects, with the estimated month and year of construction start and construction completion for each.

(e) Institutional Transportation and Parking Management and Mitigation Plan

A description of the Institution's existing transportation and parking characteristics, a description of parking to be provided over the term of the Institutional Master Plan, a projection of impacts associated with the projects proposed in the Institutional Master Plan, and a set of transportation goals and mitigation measures to address these impacts.

(f) Pedestrian Circulation Guidelines and Objectives

A statement of guidelines and objectives for pedestrian circulation system to be provided through the campus of the Institution, including guidelines and objectives regarding the accessibility to the general public of any pedestrian areas and open spaces.

(g) Urban Design Guidelines and Objectives

A statement of urban design guidelines and objectives for new and renovated buildings to assure their compatibility with supporting neighborhoods and districts and to minimize potential adverse impacts on historic structures.

(h) Job Training Analysis

A description of the Institution's current workforce and projected future employment needs in connection with future projects and a description of current and/or proposed programs with Boston schools and other programs to train and employ students from Boston, and particularly from neighborhoods in the vicinity of the Institution, at the requisite skill levels.

(i) Community Benefits Plan

An identification of community benefits that mitigate impacts of proposed future projects or otherwise are appropriate to and enhance the surrounding communities.

(j) Additional Elements

Such additional elements as the Boston Redevelopment Authority shall determine are necessary adequately to describe and to evaluate the Institution's proposed development program.

SECTION 73-9. Approval of Institutional Master Plans by the Boston

Redevelopment Authority. No Institutional Master Plan shall be approved by the Boston Redevelopment Authority, except in conformity with the provisions of this Section 73-9.

1. Institutional Master Plan Notification Form. The Institution seeking an Institutional Master Plan approval shall commence the process by filing an Institutional Master Plan Notification Form (IMPINF) in writing with the Boston Redevelopment Authority.
 - (a) Content of IMPINF. An IMPINF shall consist of those elements of an Institutional Master Plan identified in paragraphs (a) and (d) of Section 73-8, and, if the Institution is planning one or more Proposed Institutional Projects, the IMPINF also shall include summary statements of anticipated impacts of such projects in the impact areas identified in Sections 31-6 through 31-10.
 - (b) Public Notice and Comment. Within five (5) days after submission of an IMPINF to the Boston Redevelopment Authority, the Boston Redevelopment Authority shall publish notice of such submission in one or more newspapers of general circulation in the city, such notice to state the name of the Institution and to identify the area to which the Institutional Master Plan will apply, and shall make copies of the IMPINF available to the public. Public comments, including the comments of public agencies, shall be transmitted in writing to the

4. Boston Redevelopment Authority within twenty (20) days of such notice.
2. Scoping Determination. Based on the Boston Redevelopment Authority's review of public comments and the IMPNF, the Boston Redevelopment Authority shall issue a written Scoping Determination setting forth in sufficient detail those elements set forth in Section 73-8 that are to be included in the Institutional Master Plan. Such Scoping Determination shall be issued no later than thirty (30) days after the Institution files an IMPNF.
3. Institutional Master Plan. The Institution shall satisfy the requirements of the Scoping Determination in the preparation of an Institutional Master Plan. Within five (5) days after submission of the Institution's Institutional Master Plan to the Boston Redevelopment Authority, the Boston Redevelopment Authority shall publish notice of such submission in one or more newspapers of general circulation in the city, such notice to state the name of the Institution and to identify the area to which the Institutional Master Plan will apply and shall make copies of the Institutional Master Plan available to the public. Public comments, including the comments of public agencies, shall be transmitted in writing to the Boston Redevelopment Authority within sixty (60) days of such notice.

4. Adequacy Determination. After the public hearing required by Section 73-9.7, and based on the Boston Redevelopment Authority's review of public comments and the Institutional Master Plan, the Boston Redevelopment Authority shall issue a written Adequacy Determination within ninety (90) days after the submission of said Institutional Master Plan to the Boston Redevelopment Authority.

In issuing an Adequacy Determination, the Boston Redevelopment Authority shall approve the Institutional Master Plan, conditionally approve the Institutional Master Plan, or disapprove it in whole or in part. If all or any part of the Institutional Master Plan is disapproved, specific reasons setting forth the areas in which the Institutional Master Plan is at variance with the requirements of the Scoping Determination or this Article shall be provided in the Adequacy Determination. An Adequacy Determination which, in whole or in part, conditionally approves or disapproves the Institutional Master Plan may require additional elements, information, studies, and mitigation measures, provided that such requirements are within the breadth of the Scoping Determination and the provisions of this Article.

5. Revised Institutional Master Plan. If the Boston Redevelopment Authority's Adequacy Determination disapproves the Institution's Institutional Master Plan, the Institution shall revise the Institutional Master Plan prior to resubmission. The revised and resubmitted Institutional Master Plan shall

be reviewed in the manner provided in, and subject to the requirements of, subsections 3 and 4 of this Section 73-9.

6. Time Extensions for Determinations. The Boston Redevelopment Authority may, by notifying the Institution in writing, extend the time periods set out in this Section 73-9.6 for issuing a Scoping Determination and an Adequacy Determination if it finds that: (a) additional time is necessary to render a determination because of the complexity of the IMPNF or of the Institutional Master Plan; or (b) additional time is necessary for the public, including public agencies, to review and comment on the IMPNF or the Institutional Master Plan.

No more than one extension of time may be exercised in connection with the issuance of a Scoping Determination or an Adequacy Determination, and no extension of time for the issuance of a Scoping Determination or an Adequacy Determination shall exceed thirty (30) days.

7. Community Participation.
 - (a) Copies of Institutional Master Plan. The Institution shall provide the Boston Redevelopment Authority with a sufficient number of copies (up to fifty (50)), as requested by the Boston Redevelopment Authority, of the IMPNF, the Institutional Master Plan, and any revised Institutional Master Plan to allow for distribution to interested parties.

The Boston Redevelopment Authority shall make copies of the

IMPNF, the Institutional Master Plan, and any revised Institutional Master Plan available generally to the public within five (5) days after such materials have been submitted to the Boston Redevelopment Authority.

- (b) Public Hearing. The Boston Redevelopment Authority shall hold a public hearing prior to approving an Institutional Master Plan, or an amendment or renewal thereof, except that: (i) no public hearing shall be required for a renewal or amendment that satisfies the requirements of Section 73-12.3(a) (Review of Unchanged Plans), and (ii) the Boston Redevelopment Authority may at its discretion require a public hearing for an amendment or renewal that satisfies the requirements of Section 73-12.3(b) (Expedited Review of Amendment Adding Certain Small Projects).

Prior to issuing its Scoping Determination for the review of an Institutional Master Plan or an amendment or renewal thereof, the Boston Redevelopment Authority may schedule a public consultation session to review the proposal and discuss potential impacts.

8. Standards for Institutional Master Plan Approval. An Institutional Master Plan shall be approved by the Boston Redevelopment Authority only if the Boston Redevelopment Authority finds that: (a) the Institutional Master Plan conforms to the provisions of this Article; (b) the Institutional Master

Plan conforms to the general plan for the city as a whole; (c) on balance, nothing in the Institutional Master Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens.

9. Coordination with Other Development Review.

(a) Article 31 Development Review. In reviewing, pursuant to Article 31, a Proposed Institutional Project that is subject to the provisions of Section 73-7 the Boston Redevelopment Authority shall:

- (i) require in its Scoping Determination under Article 31 that the Project Impact Report address the cumulative impacts associated with the Proposed Institutional Project when added to the Institution's existing Institutional Uses and the other Proposed Institutional Projects identified in the Institution's Master Plan; and
- (ii) limit its Scoping Determination under Article 31 to those issues not already satisfactorily examined in the context of the Institutional Master Plan; and
- (iii) include in its Scoping Determination and review under Article 31, at the request of the Applicant, the Development Impact Project Plan required by the applicable provisions of

Article 26, Article 26A, and Article 26B, and the issues raised thereby, if the Applicant has submitted such Development Impact Project Plan to the Boston Redevelopment Authority together with the Project Impact Report required by Article 31; and

- (iv) limit any mitigation measures or project modifications required as a result of development review under Article 31 to those necessary to mitigate or address adverse impacts of the Proposed Project identified in the Article 31 development review process.

- (b) Development Impact Projects: Articles 26, 26A, and 26B. The Boston Redevelopment Authority shall review any Development Impact Project Plan required by the applicable provisions of Articles 26, 26A, and 26B for a Proposed Institutional Project (i) as part of the approval, amendment, or renewal of an applicable Institutional Master Plan pursuant to Section 73-9 or (ii) as part of the development review of such Proposed Institutional Project pursuant to Article 31, if the Applicant has submitted such Development Impact Project Plan to the Boston Redevelopment Authority together with such Institutional Master Plan or Article 31 Project Impact Report, as

the case may be. Such procedure shall not limit or modify any of the substantive or procedural requirements of Articles 26, 26A, or 26B.

A Development Impact Project Plan prepared pursuant to Article 26, Article 26A, or Article 26B for a Proposed Institutional Project may incorporate by reference those portions of an applicable Institutional Master Plan that are pertinent to the requirements of Section 26-2.2, 26A-2.2, or 26B-2.2, as the case may be.

- (c) Joint Institutional Projects. A Proposed Institutional Project involving the participation of more than one Institution (and not otherwise exempt from the Institutional Master Plan requirement of Section 73-7, pursuant to Section 73-7.2) shall be included in its entirety in the Institutional Master Plan for one of such Institutions, or the relevant part of a Proposed Institutional Project shall be included in the Institutional Master Plan for each such Institution, pursuant to this Section 73-9 (Approval of Institutional Master Plans).
- (i) Projects in Single Institutional Master Plan. If a Proposed Institutional Project is included in its entirety in a single Institutional Master Plan, the Institutional Master Plan shall disclose the identity and extent of participation of each participating Institution, to the extent that such information can be ascertained at the time of approval of the Institutional Master

Plan and each of its subsequent updates, amendments, and renewals.

(ii) Projects in More than One Institutional Master Plan. If a Proposed Institutional Project is included in the Institutional Master Plan for two or more Institutions, the Boston Redevelopment Authority, at the request of such Institutions, shall:

(1) allow the submission of a combined IMPNF for such project incorporating all the information required from all such Institutions;

(2) provide for the required Institutional Master Plan amendments to be reviewed together, to the extent feasible, at any public meetings and public hearings required pursuant to this Section 73-9; and

(3) limit the scope of review of such Proposed Institutional Project in each Institution's Institutional Master Plan to those portions of such project that involve the participation of that Institution.

10. **Appeals.** An applicant aggrieved by the issuance of an Adequacy Determination by the Boston Redevelopment Authority disapproving or conditionally approving an Institutional Master Plan pursuant to this Section 73-9 or an amendment or renewal thereof pursuant to Section 73-12 may appeal to the Board of Appeal within forty-five (45) days after the issuance of such Adequacy Determination, in accordance with the provisions of Article 6.

SECTION 73-10. Zoning Commission Approval. Upon approval of the Institutional Master Plan by the Boston Redevelopment Authority, the Boston Redevelopment Authority shall transmit the Institutional Master Plan to the Zoning Commission for its consideration.

The Institutional Master Plan entitled "Dana-Farber Cancer Institute Institutional Master Plan, 1993-2001" dated "March 1994" and approved by the Boston Redevelopment Authority on _____, 1994, shall be deemed approved hereunder as though such Institutional Master Plan had been approved pursuant to the provisions of this Article and Code.

SECTION 73-11. Consistency with an Institutional Master Plan. The Department of Inspectional Services shall not issue a building, use or occupancy permit for any Proposed Project that is subject to the provisions of Section 73-7 (and that is not exempt from such provisions by the terms thereof) for the erection, extension, or alteration of any structure or part thereof, or the change of use of any

structure or land, unless the Director of the Boston Redevelopment Authority certifies that the Proposed Project is adequately described in an applicable Institutional Master Plan and is consistent with such applicable Institutional Master Plan. Such certification of consistency, or a finding of inconsistency, or a finding of consistency subject to a condition or conditions, shall be issued within sixty (60) days after the Boston Redevelopment Authority has received from the Inspectional Services Department a copy of an application for a building, use, or occupancy permit for the Proposed Project.

Prior to making a certification of consistency, the Director of the Boston Redevelopment Authority may require the Applicant to submit information and materials as necessary to evaluate whether the Proposed Institutional Project is consistent with the Institutional Master Plan. Provided that such updated materials and information do not alter or require alteration of the development program proposed in the Institutional Master Plan or of proposed mitigation measures, such updated materials and information shall not be deemed to be an amendment to the Institutional Master Plan.

An Institution aggrieved by the denial of any permit by the Department of Inspectional Services pursuant to this Section 73-11 may appeal to the Board of Appeal within forty-five (45) days after such denial of a permit, in accordance with the provisions of Article 6.

Any use or structure that is adequately described in an Institutional Master Plan and is consistent with such Institutional Master Plan, as certified in accordance with this Section 73-11, and that has satisfied any applicable requirements of Article 31,

shall be deemed to be in compliance with the use, dimensional, parking and loading requirements of this Article, notwithstanding any provision of the underlying zoning to the contrary and without the requirement of further zoning relief.

SECTION 73-12. Update, Renewal, and Amendment of Institutional Master Plans.

1. Annual Update. An approved Institutional Master Plan shall be updated annually, on or before the anniversary of the approval date of the Institutional Master Plan.

To update its Institutional Master Plan, an Institution shall file with the Boston Redevelopment Authority a description of all projects that: (a) have been completed since the most recent annual update or Institutional Master Plan approval or renewal date, (b) are ongoing, including a description of the status and estimated timetables for completion of such projects, or (c) are scheduled to begin in the upcoming twelve (12) months, including estimated timetables for the commencement, progress, and completion of such projects. Such descriptions shall include any other information necessary to clarify the information required by items (a), (b), or (c) of this Section 73-12.1.

The annual update of an Institutional Master Plan shall not constitute an amendment or renewal of such Institutional Master Plan, and the description of a project in such annual update shall not serve to add any

EXHIBIT A

DIP PLAN

EXHIBIT B
INSTITUTIONAL MASTER PLAN

EXHIBIT C

DEVELOPMENT REVIEW PROCEDURES

BOSTON RESIDENTS
CONSTRUCTION EMPLOYMENT PLAN
FOR THE
DAVITA CENTER, INC.
NEW RESEARCH BUILDING

1994

**BOSTON RESIDENTS CONSTRUCTION EMPLOYMENT PLAN FOR
THE DANA-FARBER CANCER INSTITUTE
NEW RESEARCH BUILDING**

WHEREAS, Dana-Farber, Inc. (the "Developer"), the Boston Redevelopment Authority (the "Authority"), and the Boston Employment Commission ("BEC" or the "Commission") desire to bring the construction employment benefits of the "Project" to the residents of the neighborhood, and

**BOSTON RESIDENTS
CONSTRUCTION EMPLOYMENT PLAN
FOR THE**

WHEREAS, the City of Boston of 1981 established the Boston Residents' Construction Employment Plan ("Plan")

**DANA-FARBER, INC.
NEW RESEARCH BUILDING**

WHEREAS, the Boston Employment Commission has been established by Chapter 12 of the Ordinances of 1981 as amended (the "Ordinance"), to part of which laws goals of _____, 1994. A copy of the Ordinance is attached hereto as Exhibit A and incorporated by reference hereto, and

WHEREAS, the Mayor's Executive Order of July 12, 1985, entitled "Executive Order Enforcing the Boston Residents Jobs Policy", and the Development Impact Policy Agreement between the Developer and the Authority pertaining to the Project dated _____, 1984, each require the Developer to prepare and submit and the Authority to approve a Boston Residents Construction Employment Plan ("Plan");

NOW, THEREFORE, the Developer, the Authority, and the Commission do hereby agree that the following approved Boston Residents Construction Employment Plan, which shall take effect as a binding obligation upon all parties, shall be as follows:

Section 1: Definitions

As used in this Plan, the following terms shall have the meanings set forth below. Capitalized terms used in this Plan without definition which are defined in the Ordinance or Commission Regulations shall have the meanings ascribed to them in the Ordinance or in Commission Regulations.

1.0 Boston Residents Construction Employment Standard: The standards established under said Ordinance and said July 12, 1985, Executive Order, specifically:

- 1) at least fifty percent (50%) of the total employees working on the project shall be by local Boston residents.

BOSTON RESIDENTS CONSTRUCTION EMPLOYMENT PLAN FOR THE DANA-FARBER CANCER INSTITUTE NEW RESEARCH BUILDING

WHEREAS, Dana-Farber, Inc. (the "Developer"), the Boston Redevelopment Authority (the "Authority"), and the Boston Employment Commission ("BEC" or the "Commission") desire to bring the construction employment benefits of the New Research Building (the "Project"), as hereinafter defined, to residents of the City of Boston, minorities, and women and;

WHEREAS, Chapter 30 of the Ordinance of 1983 established the Boston Residents Jobs Policy and;

WHEREAS, the Boston Employment Commission has been established by Chapter 12 of the Ordinances of 1986 as amended (the "Ordinance"), in part to foster these goals and to see that they are realized. A copy of the Ordinance is annexed hereto as Exhibit A and incorporated by reference herein, and

WHEREAS, the Mayor's Executive Order of July 12, 1985, entitled "Executive Order Extending the Boston Residents Jobs Policy", and the Development Impact Project Agreement between the Developer and the Authority pertaining to the Project dated -----, 1994, each require the Developer to prepare and submit and the Authority to approve a Boston Residents Construction Employment Plan ("Plan");

NOW, THEREFORE, the Developer, the Authority, and the Commission do hereby agree that the following approved Boston Residents Construction Employment Plan, which shall take effect as a binding obligation upon all parties, shall be as follows:

Section I: Definitions

As used in this Plan, the following terms shall have the meanings set forth below. Capitalized terms used in this Plan without definition which are defined in the Ordinance or Commission Regulations shall have the meanings ascribed to them in the Ordinance or in Commission Regulations.

- 1.0 *Boston Residents Construction Employment Standards:* The standards established under said Ordinance and said July 12, 1985, Executive Order, specifically:
- 1) at least fifty percent (50%) of the total employee workhours in each trade shall be by bona fide Boston residents;

- 2) at least twenty-five percent (25%) of the total employee workhours in each trade shall be minorities;
 - 3) at least ten percent (10%) of the total employee workhours in each trade shall be women.
- 1.1 *Contractor*: The general contractor for the project engaged from time to time by the Developer, and, where the context requires, any subcontractor thereto.
 - 1.2 *On-Site Monitor*: An individual employed by the Contractor whose responsibility will be (i) to serve as compliance officer for the purpose of pursuing the Boston Residents Employment Standards, and (ii) the day-to-day implementation of this Plan. As used in paragraphs 3.5 and 3.6, the phrase "On-Site Monitor" shall also include the individual designated by each subcontractor to serve as compliance officer for the purpose of pursuing the Boston Residents Employment Standards.
 - 1.3 *Project*: The construction of a New Research Building containing approximately 213,592 square feet of gross floor area (for floor area ratio purposes) on a parcel of land bounded by Deaconess Road, Binney Street, the Medical Area Total Energy Plant (MATEP), Dana-Farber's Redstone Building at 462-464 Brookline Avenue and Children's Hospital's 454 Brookline Avenue building.

Section II: General Requirements

- 2.0 It shall be the Developer's obligation to use Best Efforts to ensure that the Boston Residents Construction Employment Standards are met by its Contractor and any subcontractor of such Contractor in constructing the Project.
- 2.1 The Developer shall incorporate into its construction contract with the Contractor and shall require Contractor to incorporate into each of its subcontracts, provisions requiring that Contractor and each subcontractor engaged in construction in connection with the Project comply with the Boston Residents Construction Employment Standards and this Plan. The Authority or the Commission may also direct the Developer to enforce such provisions. The incorporation by reference of this Plan into any such construction contract or subcontract shall satisfy such obligation.
- 2.2 Documentation of the Developer's compliance herewith shall be maintained by the Developer; documentation of the Contractor's and subcontractor's compliance herewith shall be maintained by the On-Site Monitor. The Developer shall provide copies of documentation maintained by it, and that maintained by the On-Site Monitor to the

Commission as required herein or as requested from time to time by the Authority or the Commission.

- 2.3 The Developer shall cause the Contractor to prepare a projection of work force needs over the course of construction of the Project and to complete the Projected Work Force Form attached hereto as Exhibit B, and incorporated herein by reference. Contractor shall update such projection periodically during the course of construction of the Project, but shall not be required to do so more frequently than quarterly, except when required by the Commission based on reviews of project compliance conducted as set forth in Section 2.4.
- 2.4 The Commission, pursuant to regulations adopted by it, shall make determinations as to compliance by Developer and Contractor with the Boston Residents Construction Employment Standards. Such determination may be made at time intervals as set out in one of the following two schedules, the Commission reserving the right to utilize the schedule which allows more frequent determinations:
- 1) When the Project is 25, 50, 75, and 100 percent complete, or
 - 2) Every three months from the date of the commencement of construction of the Project.

"Percent complete" shall be measured by the percentage of the total worker hours expected to be worked on the Project as set forth in the projection of work force needs shown on the Projected Work Force Form submitted pursuant to paragraph 2.3.

- 2.5 The Developer shall maintain, and shall cause Contractor and its subcontractors to maintain records necessary to ascertain compliance with this Plan for one (1) year after the issuance of a Certificate of Occupancy for the shell and core of the Project.
- 2.6 The Developer shall meet with the Contractor no less frequently than weekly throughout the period of construction of the Project to review the Construction Employment Standards. The Developer shall record and maintain the minutes of such meetings and forward copies thereof to Economic Development and Industrial Corporation of Boston/Mayor's Office of Jobs and Community Services ("EDIC/JCS") within ten (10) calendar days of such meetings.
- 2.7 The Developer shall require that the Contractor and each subcontractor designate an individual to serve as compliance officer for the purpose of pursuing the Boston Residents Construction Employment Standards.

Section III: Procedures

- 3.0 The Developer shall furnish to the Authority and the Commission the name, title, business address, and telephone number of the person designated as the On-Site Monitor, and of the compliance officer so designated by each subcontractor.
- 3.1 Prior to the start of construction, the Developer and the Contractor shall meet with the representative of the Commission for the purpose of discussing and agreeing upon the methods and procedures for the implementation of the provisions of this Plan. Such meeting (the "Pre-Construction Conference") shall be attended by subcontractors to the Contractor then selected, if any, who shall have been notified by mail of the time, place, and purpose of such Pre-Construction Conference at least three (3) days in advance thereof.
- 3.2 Prior to the start of construction, the Contractor and each subcontractor to the Contractor then selected, if any, shall meet with appropriate representatives of the construction trade unions, the Commission, and the Awarding Authority for the purpose of reviewing the Boston Residents Construction Employment Standards and the estimated employment requirement for construction workers over the course of construction of the Project.
- 3.3 Within three (3) days after the employment or assignment of a worker to work on the Project, the Contractor and each subcontractor will obtain from each such worker a completed and signed Residency Verification Form in the form attached hereto as Exhibit C. The Residency Verification Form shall be submitted to the Commission together with the first Weekly Utilization Report on which such worker's employment is first reported. If the Contractor or the subcontractor shall have requested a worker to complete such Residency Verification Form and the worker shall have refused to do so, in lieu of such Residency Verification Form, the Contractor or subcontractor shall submit a sworn statement to the effect that the worker had been requested to complete and sign such form but refused.
- 3.4 One week following the commencement of construction of the Project and each week thereafter until such work is completed, the On-Site Monitor shall complete and submit to the Commission for the week just ended Weekly Utilization Reports in the form attached hereto as Exhibit D. In lieu of submitting the form attached hereto, the On-Site Monitor may submit payroll records containing the same information as is required on the form attached hereto as Exhibit D.

- 3.5 All persons applying directly to the Contractor or any subcontractor for employment in construction of the Project who are not employed by the person to whom application for employment is made shall be referred by such person to the Commission. The On-Site Monitor shall forward in writing to the Commission, within two business days of receipt thereof, the names, home addresses, and telephone numbers of all persons applying directly to the Contractor or any subcontractor for employment in construction of the Project who are not employed by the person to whom application for employment is made. The On-Site Monitor shall keep a written record of all referrals made pursuant to this paragraph 3.5 of any person who was referred to the Contractor or any subcontractor by EDIC/JCS but was not hired, and the reasons why any person so referred was not hired. It shall be a sufficient reason for failure to hire any person so applying or referred that employment of such person would not comply with any union security clauses contained in any applicable collective bargaining agreements to which construction of the Project is subject.
- 3.6 Each request for qualified construction workers made by the Contractor or any subcontractor to a union hiring hall, business agent, or contractor's association shall contain a recitation of the Boston Residents Construction Employment Standards in the Form attached hereto as Exhibit E and a request that referrals for construction positions be referred in the same proportion as such Boston Residents Construction Employment Standards; provided, however, that if at the time of any such labor request the requesting party's work force composition falls short of the Boston Residents Construction Employment Standards in any one or more categories, such labor request shall seek referrals in such proportion among such categories as would be necessary to more fully achieve the proportions set forth in the Boston Residents Construction Employment Standards. In the event that the union hiring hall, business agent or contractor's association to whom or which such a request has been made fails to fully comply with such request, the requesting party's On-site Monitor in writing shall seek written confirmation from the union hiring hall, business agent, or contractor's association that there are insufficient workers in the categories specified in such request then shown on the list of unemployed workers maintained by such union hiring hall, business agent or contractor's association. Copies of any confirmation so obtained shall be submitted forthwith to the Commission. Copies of any request for qualified workers made at a time that the requesting party's work force composition falls short of any one or more of the Boston Residents Construction Employment Standards shall be forwarded contemporaneously to the Skills Bank.

- 3.7 Representatives of the Commission may visit the site of the Project periodically during normal working hours to verify the information in the Weekly Utilization Reports, Residency Verification Forms, or other documentation submitted by the Contractor or the Developer. Such representatives shall comply with all safety and site control requirements imposed by the contractor.

Section IV: Determination of Compliance

- 4.0 Failure by the Developer, the Contractor or any subcontractor, as the case may be, as determined by the Commission at the determination intervals set forth in paragraph 2.4 hereof, i) to comply with this Plan and the Boston Residents Construction Employment Standards contained herein, or ii) to use Best Efforts in attempting to comply with the Plan or the Boston Residents Construction Employment Standards, shall constitute non-compliance herewith. Any independent determination by the Authority of non-compliance as herein defined shall be made only after the Authority has held a public hearing upon the issue of such non-compliance, notice of which shall have been given in writing to the Developer and the Contractor at least fourteen (14) days prior to such hearing.

Section V: Sanctions

- 5.0 Pursuant to and in accordance with the Ordinance, the Developer shall deposit into an escrow established by the Commission or the Authority an amount in cash or other suitable security equal to one tenth of one percent (0.1%) of the total cost of construction as stated in the building permit application for the Project. Such deposit shall be made prior to the issuance of a Certificate of Occupancy for the Project. Such deposit shall secure the obligation of the Developer to pay, or cause the Contractor to pay, any fines recommended by the Commission by reason of non-compliance herewith of the Developer or Contractor, as the case may be, and shall be held until the Commission has issued a Certificate of Compliance indicating that the Developer and Contractor have complied with this Plan or have satisfied any fines recommended by the Commission. Failure to deposit such sum shall itself be deemed non-compliance and shall be grounds for the imposition of sanctions.
- 5.1 All fines recommended by the Commission in accordance with the Ordinance shall be deemed imposed upon the Developer by the Authority in its capacity as the contracting agency within the meaning of the Ordinance.
- 5.2 The Developer and Contractor shall be subject to such sanctions as are authorized by the Ordinance.

Section VI: Miscellaneous

- 6.0 The provisions of this Plan are severable, and if any shall be held invalid, unconstitutional, or otherwise unenforceable by any court or competent jurisdiction, the decision of such court shall not impair any of the remaining provisions.
- 6.1 This Plan shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- 6.2 All notices required or permitted to be given under this Plan shall be in writing signed by duly authorized officers, and shall be deemed delivered if mailed, postage pre-paid, by registered or certified mail, return receipt requested, or delivered by hand to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

Developer: Dana-Farber, Inc.
44 Binney Street
Boston, MA 02115
ATTN: John W. Pettit, Chief Administrative Officer

With a Copy To: Dana-Farber, Inc.
44 Binney Street
Boston, MA 02115
ATTN: Office of the General Counsel

Authority: Boston Redevelopment Authority
One City Hall Square - 9th Floor
Boston, MA 02201
ATTN: Director's Office

Commission: Boston Employment Commission
43 Hawkins Street
Boston, MA 02114
ATTN: Executive Director

EDIC/JCS: EDIC/JCS
43 Hawkins Street
Boston, MA 02114
ATTN: Director

- 6.3 Section titles of this Plan are for convenience of reference only and shall be disregarded in construing any provision hereof.

6.4 The provisions of this Plan shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Developer, the Authority, and the Commission.

6.5 In the case of inconsistency between the provisions of this Plan and of the Ordinance, or of the provisions of any rules or regulations which may be adopted by the Commission pursuant to the Ordinance, the provisions of the Ordinance, or of such rules or regulations, shall govern.

IN WITNESS WHEREOF, the undersigned have caused this Plan to be executed and delivered this _____ day of _____ 1994.

DANA-FARBER, INC.

By:

John W. Pettit
Chief Administrative Officer

APPROVED AS TO FORM:

BOSTON REDEVELOPMENT AUTHORITY

By:

Chief General Counsel
Boston Redevelopment Authority

By:

Joseph F. Fisher, Executive Director

BOSTON EMPLOYMENT COMMISSION

By:

Executive Director

**EXHIBIT A - AN ORDINANCE ESTABLISHING THE BOSTON
RESIDENTS JOB POLICY**

EXHIBIT B - PROJECTED WORK FORCE FORM

EXHIBIT C - RESIDENCY VERIFICATION FORM

EXHIBIT D - WEEKLY UTILIZATION REPORT FORM

**EXHIBIT E - WORK FORCE REQUEST DOCUMENTATION FORM FOR
UNION HIRES AND TRANSFERRED WORKERS**

MEMORANDUM OF UNDERSTANDING
FOR THE
DANA-FABER, INC.
NEW RESEARCH BUILDING

1994

**MEMORANDUM OF UNDERSTANDING
FOR THE
DANA-FARBER, INC.
NEW RESEARCH BUILDING**

_____, 1994

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding as of the ---- day of ----- 1994 by and between the City of Boston (the "City"), and the Dana-Farber, Inc. (the "Developer").

The Developer is the developer of the Dana-Farber Cancer Institute New Research Building, a 213,592 square foot gross floor area (for floor area ratio purposes) project located at 65 Deaconess Road (the "Development"). The Developer is a party to the Development Impact Project Agreement (the "DIP Agreement"), and a Residents Construction Employment Plan (collectively the "Development Agreements"). The Development is being reviewed by the Boston Redevelopment Authority (the "BRA") in accordance with Article 31 of the Boston Zoning Code. A DPIR was submitted on November 1, 1993. After the BRA's preliminary adequacy determination, an FPIR will be filed, after which a Final Adequacy Determination under said Article 31 will be issued. Pursuant to the Final Adequacy Determination, the Developer agrees to formulate and submit to either the City or to the BRA, an employment opportunity plan, the purpose of which is to detail the Developer's good faith efforts to achieve a goal that fifty percent (50%) of certain employment opportunities created in the Development will be made available to Boston residents for the term set forth herein.

Working in cooperation with the Boston Mayor's Office of Jobs and Community Services ("OJCS"), the Developer has formulated such a plan, and has agreed to pursue the plan in the Development.

Employment Opportunity Plan

1. With respect to all persons employed by Developer in connection with the operation, management, and maintenance of, and provision of security to the Development, the Developer will pursue as a goal the employment of Boston residents in fifty percent (50%) of the new employment positions at the Development site. Persons employed by any agent or independent contractor providing maintenance, management, security, or similar services whose personnel are permanently assigned to and work at the Development shall be considered employed by a Developer for the sole purpose of implementing the goals of this paragraph.
2. The Developer will enter into a First Source Agreement with OJCS substantially in the form attached to this Memorandum of Understanding as Exhibit A.

3. The Developer will participate, and indicate such participation by execution of the appropriate letter of intent or pledge card, in the form attached to this Memorandum of Understanding as Exhibits B and C in the programs of Private Industry Council (PIC).

In addition, the Developer will meet with a representative of the PIC for the purpose of exploring opportunities to participate in other PIC initiatives.

4. The Developer will assign or cause to be assigned to the management staff for the Development a liaison officer who shall be responsible for compliance with Developer's ongoing obligations under the Plan.

The execution of this Memorandum of Understanding subscribing to the foregoing Employment Opportunity Plan by the Developer is hereby recognized by the City and the BRA to satisfy each and every obligation of the Developer under the Development Agreements and under Article 31 and the Final Adequacy Determination to formulate such a Plan. The foregoing Employment Opportunity Plan is hereby approved by the City and the BRA. The Developer hereby agrees to fulfill all of the undertakings and responsibilities imposed upon the Developer by the Plan from the date hereof through December 31, 1998. This Memorandum of Understanding shall be binding upon and inure to the benefit of the successor owner of the Development.

EXECUTED the date first above written.

**Signature Page Attached To:
Memorandum of Understanding**

Developer: Name: Dana-Farber, Inc.
 Attn: John W. Pettit, Chief Administrative Officer
 Address: 44 Binney Street
 Boston, Massachusetts 02115

Development: New Research Building

Description of Development Agreement:

Development Impact Project Agreement including Provisions for Jobs Contribution Grant for Dana-Farber Cancer Institute New Research Building dated as of -----, 199-.

Paragraph or Section of Development Agreement pursuant to which this Memorandum of Understanding is required: Article 5

DANA-FARBER, INC.

BOSTON ECONOMIC DEVELOPMENT
AND INDUSTRIAL CORPORATION/
MAYOR'S OFFICE OF JOBS AND
COMMUNITY SERVICES

By:

By:

John W. Pettit
Chief Administrative Officer

Executive Director

